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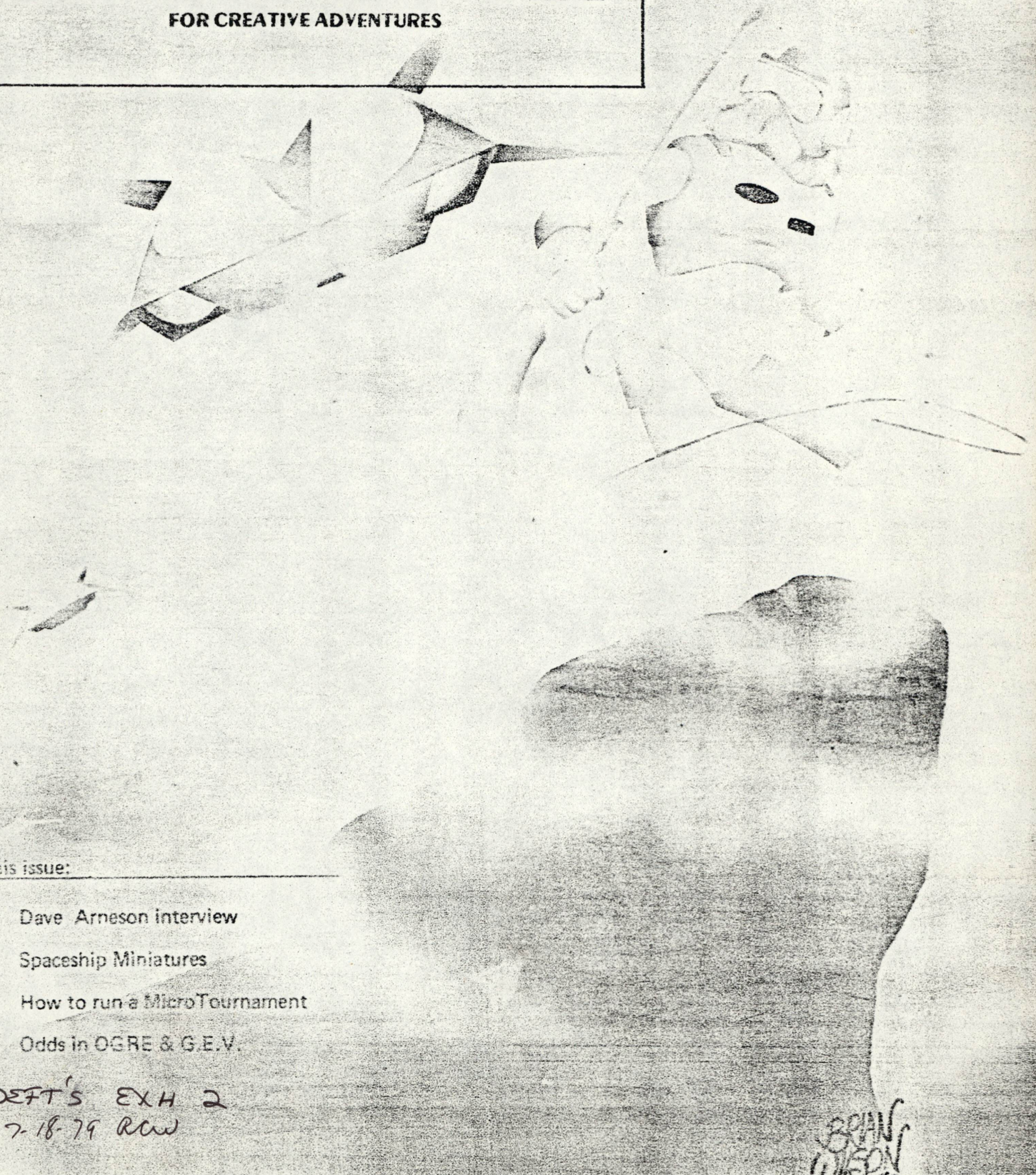
THE SPACE GAMER

FOR CREATIVE ADVENTURES



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BRIAN WILSON '78

An Interview with Dave Arneson

(Editors Note. Dave Arneson is one of the men most responsible for the creation of fantasy gaming. He had a major role in the creation of the classic DUNGEONS & DRAGONS, published by TSR Hobbies, Inc. Dave is an active freelance game designer residing in St. Paul. We look forward to seeing more of Dave's work in the future.)

THE SPACE GAMER: When did you start gaming in general?

ARNESON: I have gamed since the early 60's with Avalon Hill games and with miniatures since 1965. I came up with the usual "variants" and "new games" using existing systems and a few "mythical" campaigns, including a very gross 1984 game.

TSG: What sort of education and experience did you have that might have prepared you for game design?

ARNESON: My major in college was history with minors in ROTC and political science. I worked as a ticket seller at the state fair in the summer and, after graduation (and a 4-F from the Army) as a security guard. Other than the general knowledge that gets rubbed off on one while in school, that was my background. My games education just happened.

TSG: What were your earliest designs?

ARNESON: My first "published" work was DON'T GIVE UP THE SHIP, written in the early 70's with Don Lowry. This was the result of a large Napoleonic miniatures campaign (which I refereed) for the local group. I feel this refereeing of the local Napoleonic campaign was what really provided me with the background and education that I needed when it came to games creation.

TSG: How did you get started in fantasy gaming? The original DUNGEONS & DRAGONS rules refer to the Castle and Crusade society.

ARNESON: My first fantasy game was a ridiculous affair where an elephant in an ANCIENTS game got fried by a phaser! I have the honor of being the referee who authorized that gambit. I survived the player riot quite well; of course, it was my table, troops, house, and I was heavily armed. Some time passed before I tried the fantasy bit again, however.

The Castle and Crusade Society was an offshoot of the old International Federation of Wargaming, now defunct. The C&C society was devoted to play with miniatures in a medieval setting. I was the assistant herald in the society. Its newsletter was a forum for articles on medieval weaponry, battle reports, games and a new "thing" called fantasy. The later was quite "traditional," being devoted to a few mentions of hobbits, combat factors, and the like.

The Society set up a mythical map where "kingdoms" were assigned to the "lords" of the Society and a society-wide campaign, using medievals was proposed, which never got anywhere. My DUNGEONS & DRAGONS co-author and Robert Kuntz were both active in running and setting up the C&C society.

TSG: There was also another Minneapolis club named.

ARNESON: The Minneapolis group known as the MMSA, Midwest Military Simulations Association, became active in the late 60's. It became the first recognized "wargame" Club at the University of Minnesota and at the College of St. Thomas.

TSG: How did you come to create that infamous first campaign, BLACKMOOR?

ARNESON: In the early part of the 70's our group was fully engaged in a far flung Napoleonic campaign which I refereed. One Saturday after reading several S&S novels, eating popcorn, and watching horror/monster movies all day, I designed a maze-like dungeon and populated it with orcs and similar beasties.

The next day my erstwhile emperors and czars arrived to view a table-top now dominated by my old Kibri castle

with scattered forests and a town. After several groans about trying something new (i.e. not Napoleonic), the first band of heroes entered the, now well worn, main staricase. So the Midwest Military Simulation Association began to explore BLACKMOOR.

Once begun they were hooked and for some months they plumbed the depths. Even years later the original explorers/adventurers will regail all comers with stories about their exploits.

TSG: How did you meet Gary Gygax and Rob Kuntz?

ARNESON: I had met both of them years before at Gen Con III when I was selling some wooden ship models at the auction. I believe that was 1972.

TSG: How did your involvement with TSR Hobbies develop in those early days?

ARNESON: When TSR got going in 1974, it was strictly a Lake Geneva operation with Don Kaye (d. 1975) and my co-author, Gary Gygax. Don was the major money man at the time.

When business began expanding in 1975, due to D&D, it was planned that I, and others, would move to Lake Geneva in 1976 to help run things first hand. Up until that time, I was busy lining up EMPIRE OF THE PETAL THRONE and DUNGEON for TSR, plus working on fantasy rules and games as well as on my own projects. My intention was to act as an agent in finding new and interesting projects for TSR. DUNGEON, FIGHT IN THE SKY, STAR EMPIRES, STAR PROBE, EMPIRE OF THE PETAL THRONE, LEGIONS OF THE PETAL THRONE, and several others came to TSR from Minnesota people.

It was, however, GenCon that first brought us all together before there was any D&D or TSR.

TSG: Your name is carried as co-designer of DUNGEONS & DRAGONS. How did you and Gary Gygax handle the work of a joint game design?

ARNESON: By phone and correspondence. There were also a couple weekends in Lake Geneva, but the final draft was done by phone and mail. I was not consulted on many aspects of the final work and in BLACKMOOR and FIRST FANTASY CAMPAIGN have tried to show where I would have liked DUNGEONS & DRAGONS to have gone. It is, however, an almost universal truth that game designers are rarely satisfied with the way their work comes out.

TSG: How was the final rules draft developed?

ARNESON: All editing on the final draft was done in Lake Geneva and I did not see it before it went to press. It was very much a case of me providing various ideas and concepts but not having any say as to how they were used. I am reluctant to say more due to the present legal situation.

TSG: What was your participation in the establishment of TSR?

ARNESON: I helped establish the company via DUNGEONS & DRAGONS. TSR would have folded in '75 with only CAVILIERS AND ROUNDHEADS and TRICOLOR in its inventory. With the games and people I helped line up for them, TSR got that boost it needed to get going. All the money in the world would not have given it the ten fold increase in size between '75 and '74. It was DUNGEONS & DRAGONS, EPT and hard workers like Carr (FITS) and Megarry (DUNGEON) that made it soar.

TSG: What is your current involvement, if any, with TSR?

ARNESON: My current involvement with TSR as a game designer is zero as it has been since 1976. I am a stockholder. I am also paid royalties for some of the work I have had published by TSR.

TSG: How active is your current fantasy gaming?

ARNESON: My current campaign, the first, has seen players in all parts of the country. It has been played twice at San Francisco, several times in Texas, many times in Wisconsin, and in other areas as well. It is still going and still contains many of the original players, if not their characters! On average, nowadays, we meet once a month if I am available. Most of the original group of dungeoneers that are still active now have their own dungeons, but these are not directly associated with BLACKMOOR.

TSG: How do you view the present state of fantasy role gaming?

ARNESON: The present state of fantasy gaming is chaotic and pretty confused at best. Of the vast amount of fantasy products out today, more than a few are trash and not worth the paper they're printed on. Yet, within even the most horrid product there can be found some useful facet that can be incorporated into an existing campaign. I am appalled at the overall flood of stuff and would have preferred a more orderly approach; but, the nature of the beast prevents that. Fantasy is imagination and most, I hesitate to say all, people's imaginations are different, just as each person is different. And, imaginations do tend to be unruly.

So what is the point? Is all this activity good or bad? I believe that it is a good and healthy sign that bodes well for the future. The junk will get thrown out and some equilibrium reached in times (at least I hope so!) to come. There is more to come, that's for sure folks!!

TSG: What is your current status with Heritage? Among other rumors, we'd heard you'd moved to Dallas. Are you an employee, freelance designer, under contract?

ARNESON: I am freelance. I publish with whom I please. I live in Minnesota where most of my friends and family reside at present. My agreement with Heritage is only a right of first refusal and nothing more. Mostly they have refused. I also found a few titles for them and edited some rules, all on a fee basis. Thus, at this time, my involvement is minimal and I am not an employee.

TSG: Does your association with Heritage indicate some sort of break with TSR and Gary Gygax? Our rumor sources indicate lawsuits and other animosity between the two firms.

ARNESON: As I said I am not directly working for any particular company.

I am at present involved in a legal suit with TSR Hobbies over DUNGEONS & DRAGONS royalties. Beyond that I am not free to comment on my relations with TSR to any great extent.

TSR and Heritage settled their case over the use of the words DUNGEONS & DRAGONS in Heritage's advertising. Heritage won. Beyond court costs, no major money was involved, that I know of. There is no love lost between the two. I understand that the case may be reopening soon.

TSG: Do you have any involvement with Judges Guild or any other gaming companies?

ARNESON: With Chaosium, Fantasy Games Unlimited, Discovery Games, and Adventures Unlimited (my own tax shelter and company!), plus 4D Interactive Systems, a Rochester Minnesota computer company.

TSG: Do you have new game designs in the works now?

ARNESON: SAMURAI (Chaosium or Heritage)

ADVENTURES IN FANTASY (Heritage or Fantasy Games)

GUIDE TO FANTASY (Heritage)

KING SOLOMON'S MINES (Discovery Games), supplement to Source of the Nile.

ISLAND OF THE WOLF (Judges Guild), D&D playing aid

CITY OF THE GODS (Judges Guild), D&D playing aid

There are also several less advanced projects.

TSG: Do you see yourself making a living from gaming?

ARNESON: I am making a living from gaming, not much but nice. Of course, being a bachelor helps!

TSG: What do you hope to do in gaming over the next five or ten years?

ARNESON: Computer and video games are where the game industry is going, with a vengeance!! I hope to increase the emphasis on role playing adventure games and get away from the purely fantasy type games. I especially want to get players away from the emphasis on booty and high body counts.

TSG: Do you view yourself as a miniatures gamer more than a board gamer? How do you view the differences between the two?

ARNESON: Miniatures! A miniature by its very nature requires more preparation and care. That affects the whole viewpoint and outlook of the players. The miniatures provide players with a more easily grasped 3D picture of what is going on and lets them identify with it more readily.

TSG: Most gamers have their ups and downs. What was your single biggest disappointment as a gamer?

ARNESON: When I saw what was happening at TSR and was forced to leave. I had very great hopes, as we all did at the start, for setting the hobby on its ear. It was sad to see the paper mache facade put up in place of steel and brick.

As a game participant it was the ending of a Civil War campaign in which I was a reb. Mostly because I was having a ball playing in a miniatures' campaign, my first in years, and I was winning!! On to St. Louis!!! The poor referee just ran out of time and steam. He was doing a great job though and I loved playing for a change.

TSG: Do you feel that game designers should receive game awards?

ARNESON: Yes! Writers win them for their books! Ball players win awards! So why are game designers different, you tell me.

ARNESON: What is Metagaming's postion?

TSG: Metagaming feels that gaming should give awards to designers. The designers may become confused in some companies that have group efforts, but designer awards are preferable. Companies receive their reward at the bottom of income statements.

TSG: What would you think of separate designer and company awards?

ARNESON: Fine, but make it clear who is getting an award for what and why, for superior marketing or doing a good game.

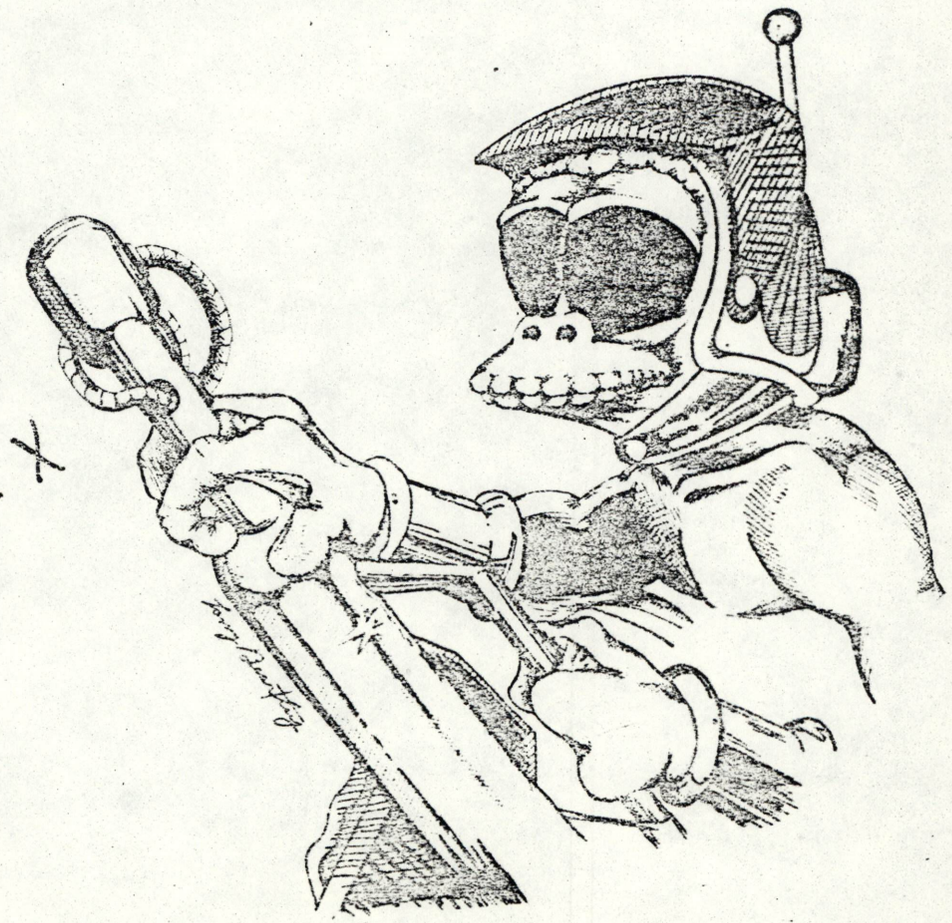
TSG: You have been involved in a dispute over the Charles Roberts awards and H.G. Wells awards. What led to the dispute?

ARNESON: At the awards ceremony I went up to receive the DUNGEONS & DRAGONS awards. This was disputed by a represenative of TSR at the ceremony. As a result, I only received one of the awards won by DUNGEONS & DRAGONS, the rest going to TSR. After the ceremony, TSR protested to the people running the convention that I return the award. The convention people then asked me to return the award, stating that the awards went to the publishers, not the designers of the games which win.

I refused to return the award. I stated that (1) no one had ever announced that companies, not designers are winners, and (2) it seemed grossly unreasonable that the publisher of say "Lord of the Rings" would receive literary awards for the book and not the author. I sent off a protest to Simulations Publications, Inc., Avalon Hill, Metro Detroit Gamers, and John Mansfield, all of whom were involved in the awards ceremony.

MDG made up an award for TSR, but otherwise never replied to me. AH said it was right that companies were the ones to receive the awards. SPI called and said that next year awards would go to both the company and the designer. Mansfield also indicated that there would be changes next year.

As to my getting any of this year's award, SPI and MDG said that there was not much chance (i.e. tough luck, but aren't you happy it will be different in the future!).



DIFFERENT WORLDS Special Feature

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My Life and Role-Playing 3

DAVE ARNESON

Well, here he is, the man who started it all. Since he needs no introduction, read on!

Blackmoor . . .

Once upon a time in a deep dark basement in the Midwest a small group of wargamers assembled to fight out a 20mm Napoleonic Battle for a campaign that had been going on for some years. What their eyes beheld was not a neatly drawn map of central Europe with hundreds of figures deployed but rather a medievil castle model surrounded by a small town and scattered woods. Thus aroused, and suspecting that the Strategic Campaign's referee intended to use real terrain again (something that had not been done for some time) or rather that, horror upon horror, a Brownstein.

Presenting each with 4"x5" cards upon which were various cryptic headings, classifications and numbers, the assembled players embarked upon the exploration of an underground labyrinth which lay beneath the castle and town. With a minimum of coercion from the referee (me) play began and shortly a new phenomenon appeared in the Midwest; Fantasy Role Playing Adventures.

Surried ranks of Napoleonic Cavalry and Infantry disappeared for quite some time and the first Fantasy referee quickly found that the refereeing of such a game devoured incredible amounts of time. One player would, in fact, call in after reaching his guard job and play by phone for hours. Persons would "stop" by to play day after day. Some two to three months later (It's all just sort of a blur now!) the first referee collapsed in silly giggling and announced the destruction of the entire world, or some such nonsense. Well, he needed a rest but by then various dungeons were appearing, a space campaign was begun, others were allowed to use the original dungeon and referee with it, and so role playing went on in Blackmoor and elsewhere.

Blackmoor was not the first RPG game that I was in. Not by a long shot. Some years previously, I had been involved in a Napoleonic battle in the town of Brownstein, where as a local student leader, I tried to rally resistance to twart a French attack (I ended up arrested by the Prussian General because I was "Too fanatical"). Prior to that I found myself as a professor at a South American University trying to pass out leaflets to overthrow "El Chiefe." That time I had come prepared with various identity cards and at the end of the game was flying over the city in a government helicopter, dropping leaflets, loaded down with $100,000 to buy off a non-existant attack by a neighboring country, and leaving the secret police far away). And lo, even before that (mid-60s), there was a strange little Medieval battle where each person represented a heir to the throne faced with a barbarian attack. That time, we actually all united to wipe out the blighters but there were a few tense moments. And so it goes back in time to an Ancient battle where a Druid priest suddenly phasered an attacking elephant (the one piece of magic in the game, and his last shot) which almost led to the lynching of the referee (me in this case).

How did it all start in Blackmoor? I can't really say. I had spent the previous day watching about five monster movies on Creature Feature weekend (ch. 5), reading a Conan book (I cannot recall which one but I always thought they were much the same) and stuffing myself with popcorn, doodling on a piece of graph paper. I was also quite tired of my Nappy Campaign with all its rigid rules, etc., and was perhaps rebelling against it too (in fact I'm sure I was!!).

Rules? What rules!?!? Chainmail to handle the combat at first. A system of magic based on ANIMAL-Type, VEGE-

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TABLE-Type or MINERAL-Type with a hodge-podge of spells, populating the Dungeon fairly logically (Orcs and minions on one level, etc.), Magical Artifacts, Encounter Tables when the adventurers wanted to go off after bigger and better things, and so on. Is it any wonder I burned myself out! When stuff didn't work out, different things were tried, Greg Svenson, Pete Gaylord, John Snider and others began refereeing. Finally, a trip to Wisconsin and the first out of state adventure in Blackmoor, followed by screams of "we gotta have the rules!!!" Another trip, more correspondence, long distance calls (gads—the expense!), rules were actually written down (but closely guarded by the referee and subject to change without notice if things got out of hand). And on and on . . .

Why did it catch on so quickly? Because it offered almost pure escapism and the ability, in the game, to do anything and everything you wanted too! Gads! Who wouldn't get hooked on game playing nirvana like that after years of charts, tables, painting figures, etc. . . It was like a breath of fresh air. So by word of mouth, correspondence and phone calls, it grew and grew. There was no planned growth because the growth was not forseen, the clamour for more rules was not met when material was assembled and then published to meet the demand. There was no time to wait on matters, money would not have remained available as others planned similar projects and so we struck while the iron was hot. And also, the rules suffered from the fact that they were hastily put together, in fact, my final draft version never was used because of various deadlines that had been set. But, good lord, the demand and interest was astounding, you had to be there to believe it or not believe it!

Today there is a tendency to not appreciate the fact that D&D was not that sure of being a success. Both Guidon Games and AH had rejected it, there were no other games like it on the market, it was a gamble and not a too likely looking one at that. There were no investors standing about with bags of money or established markets, there were only a few Dungeon fanatics with a gleam in their eyes working their tails off for we knew not what reasons. So BANG, there it was and off it went like a berserk Dragon and you can all tell me where it has ended up today.

Where is it headed?? Computers, Video games, and the like are where the game future lies today. Nothing can ever replace a good Dungeonmaster but then how many people want to play compared to how many "Good" Dungeonmasters? A well thought out program, with adequate memory, and good graphics (Pictures, not words) will be a step above the herd of DMs and provide that standardization that has been talked about. Oh, local groups will still be in business, bigger than ever, and the good DMs will still be incomparable, but for the great unwashed, the electronic age will be what they see and get. Enjoy!

As to personal facts, I am 32 years old, single, college educated (class of '71), took ROTC (flunked the physical at the end), am a member of the First Minnesota Volunteer Infantry at Fort Snelling, Minnesota (I play Civil War soldier once a month!), am a conservative politically, and head up a Study Group for the Way International, a Biblical research teaching group. I am a Civil War buff, Napoleonic Naval buff, and like to go fishing in the summer. I have published several books and games, my first one being *Don't Give Up the Ship* in 1971 with Guidon games about Napoleonic Naval Warfare (very staid and traditional, no RPG involved—rotten seller). I am at present, a free lance game designer and am planning a book on the State of Minnesota in the American Civil War. I am not a sadistic and cruel DM, my fairness and the unbiased manner in which I obliterate expeditions slowly one character at a time is known by all my players. I also still try to DM once a month as well as at conventions, any more than that would just get me hooked again and burn me out. One of these days, I hope to get married and settle down here in Minnesota. Why Minnesota, 'cause I like the weather, it's not dull. Where else can you have four seasons in one week!!! It's like having an insane DM with crazy dice and a fauty weather effects chart!!!!!!

Both Guidon Games and AH had rejected it, there were no other games like it on the market

RPG adventures I have had aplenty. In John Snider's first SciFi RPG, I played the leader of an empire that made Darth Vader look like a Boy Scout and the Imperial Storm Troops like the buffoons they seem to be (certainly can't shoot straight). Of course my troops were a little too inflexible in their training, but they all died well. Often my explorer-character managed to run into such creatures as Electro-Bear (no I don't know quite what he (??) was either!) and guns that talked. One of the more interesting moments was when my intellect was sucked into a firing computer and I tried to shoot down my own expedition's ship! He ended up a confirmed alcoholic hooked on some wierd wine he found stored in the underground bunker. (Rich too!!)

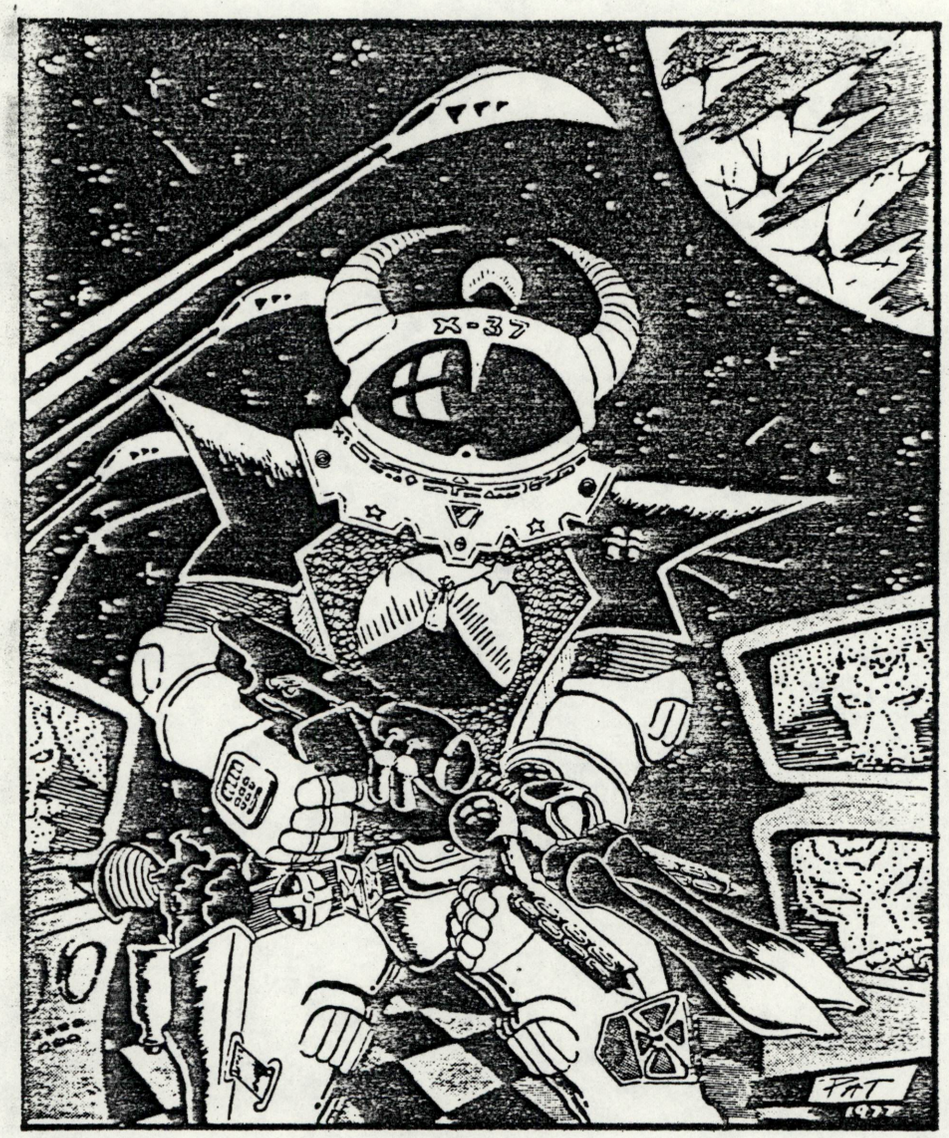
The Empire (no, I had a lot of little ships, no Death Stars!) had its biggest problems with another player-character explorer based on the Stainless Steel Rat (of whom I had not read about, and so wide open to his antics) who I should have bought off. As it was, half the fleet couldn't find a trace of him, a whole Star Base was destroyed and I was becoming irrational on the subject of getting him (and then doing various unpleasant things with him). Other than that, aside from a few moments of stark terror, I had a good time.

I have played in various' of Mr. David Wesely's Brownstien games and didn't lose too often (never won either). I am in fact now playing the Japanese Ambassador to Chile in late 1942 seeing which faction I can support in the upcoming Coup. So far, I have purchased a fishing boat, tractor, plywood, gray paint, and some garbage cans (no, I'm not building a battleship!) in the game and also a brothel, otherwise it's too early to know what I'm up to.

Then there was a short Civil War game where I raided St. Louis with three men while holding off the Union fleet with a phony Ironclad. Otherwise such things as hunting an enemy general with a cannon were fun, but that would be a little complicated to relate. This was unique since it was a straight wargame campaign with RPG on the command level for what we were all really fighting for (fame, money, whatever) be it Union or Reb.

In other veins, I have refereed several non-fantasy games like Dave's first South American Revolution games, calling them Braunstiens. Most had their insane moments like the attack on the bank/treasury by the Navy and their AT gun. Or the time the terrorists attacked the King's heavily guarded convoy and destroyed the Comic Book Collection (although losing their leader to return fire as the pages drifted to earth). I must say that I never approved of dropping mortar rounds on mobs or using nerve gas as roadblocks. Ah well . . . . .

The first Western games set up by Duane Jenkins in '72 or '73 were always a ball. I loved playing the enthusiastic but incompetent El Pauncho. My failure to rob the church poor box was offset by beating the Sheriff at poker in the weekly game at my secret hideout.



Naturally he cleaned out the camp with a posse, but this was in turn offset by robbing the church on Sunday at cannon point. The low point was blowing up the jail to rescue a member of my gang but getting captured when the ingrate did not want to leave. The town was most upset (not about the jail or church but about accidentally destroying the, eh. . ."Social Club" next to the jail). There was the cattle stampede I started that ran over my gang but why bore you. Other players had duller roles as cavalrymen, indians, bandits, the Lone Ranger, Pa Cartwheel and his son Moose, etc. . .but what the heck, RPG should be fun, not work!!

Well I guess the point I am trying to make with all this rambling is that here in the Twin Cities, Role Playing has always been popular. Whether it's a 1-for-1 WW II Battle using the Korns rules or WW I Air Battles using Mike Carr's rules, there has been no lack of innovation. Dave Wesely really gave the RPG gaming around here its best boost away from traditional body counts, when you could actually win one of his Brownstiens without killing someone! Applying a fantasy setting to RPG was merely another outgrowth of an already established tradition (abet one without any real rules) in various non-fantasy settings.

COMMERCIAL

In my own new rules for Medieval Japan (*Samurai!*), as well as my new fantasy rules (*Adventures in Fantasy*), the body count approach to success and experience is far from being the best one, or even the only way to Fame. Education, experience by doing the job and using the skill, success by courtly manners, and poetry is possible.

Fantasy gaming may have given RPG their biggest boost to date but RPG is likely to be found quite bit farther afield than that in the future. So long as the basic precepts of RPG are followed, then I think it will continue to grow in popularity.

PHILOSOPHY ON RPG

RPG is, I feel, a game where the individual character can enhance his abilities and station within the game through the characters used in play. Not just in the ability to kill, but also trade, magic skill, amassing power, etc. Not having a single set of characteristics that never change from game to game.

That's what I feel a RPG should have as its very heart. Many so called RPGs only pay lip service to it by including characters that can never develop but are always the same. That's not RPG in my book (or my games either!!). Ha! Ha!

STEVE PERRIN

Well, he finally comes through with his own version of how everything started for him. Lucky us!

My Life *is* Role Playing

How many of you out there grew up with a large circle of "imaginary" playmates to play your solitary games with? They each had distinctive names and personalities, right? Sure were a lot easier to handle than real playmates, weren't they?

In my misspent youth I took great delight in assuming other identities and being Superman, or an obscure, but heroic, knight, or a cowboy, soldier, or what have you. Each identity had a distinct but similar personality. I did my best to inveigle what a few playmates I had into taking on other identites to complement my own. It caught on well enough with them that they took their play in entirely different directions, but retained the names I'd given them.

Now, of course, I'm Stefan de Lorraine, a Knight and Count in the Society for Creative Anachronism. But that's entirely different, isn't it?

Back in my preteens I had vast collections of toy soldiers, and most of them had separate identities and personalities (transferred over from the imaginary playmates mentioned above). One or two of them even represented me in one of my various identities.

Now I have approximately 300 miniature figures of men and monsters, several of which are "personality figures" representing specific characters I play in FRP games. But that's entirely different, isn't it?

It isn't, of course. I was role playing as a child and I'm role playing now. The only difference is that I now play by rules, and if I'd know there were rules when I was a preteen, I would have played with them then, and there would

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AGREEMENT

By the signing of this contract, the several parties concerned, E. Gary Gygax for TACTICAL STUDIES RULES, publisher, and David (Dave) Arneson and E. Gary Gygax, co-authors, do agree to the following:

That the co-authors shall assign to the publisher the copyright, the right to publish, sell, and distribute the set of game rules to be entitled Dungeons and Dragons as booklets, and any other similar rights, in consideration of payment to the co-authors by the publisher of a royalty of twenty percent (20%) of the selling price of the set or single booklet or any attendant part of the set other than art work (whether the sale is retail, wholesale, or by job-lot) on each and every item sold; this to be payable on a quarterly basis beginning 1 May 1974 with respect to David Arneson and on a monthly basis beginning 1 March 1974 with respect to E. Gary Gygax.

That, however, the co-authors shall have the option of purchasing the copyright from the publisher at such time as the publisher no longer maintains the title Dungeons and Dragons as an in-print title, and to do so as a fair price based upon market demand at such time, but in no event exceeding three hundred dollars ($300.00), is also understood and agreed.

This Agreement shall not be considered a valid contract until signed by both the publisher and the co-authors and shall take effect as of the date indicated below:

SIGNED: E Gary Gygax (Publisher)

SIGNED: David L Arneson (Co-Author)

SIGNED: E Gary Gygax (Co-Author)

DATE: Jan. 4, 1974 19___.

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7-18-79 RC

AGREEMENT

To take effect as of 1 April 1975, item 4. below notwithstanding.

THIS AGREEMENT is made between the the Author(s) specified hereafter and Tactical Studies Rules, 542 Sage Street, Lake Geneva, WI 53147, hereafter called TSR.

Author(s): Gary Gygax, 330 Center St., Lk., Geneva, WI

Dave Arneson, 1496 Hartford Ave, St. Paul, MN

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TACTICAL STUDIES RULES

E. Gary Gygax — 7 April 1975
E. Gary Gygax, Editor

Gary Gygax — 7 April 1975
Gary Gygax

Dave Arneson — 14-4-75
Dave Arneson

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7-18-79 Rau

FEMALE DEMONS

SUCCUBUS	TYPE B
6'	7.2'
25mm	30mm
VERY SHAPELY	SHAPELY
HUMAN	HUMAN
FEMALE	FEMALE
BEAUTIFUL FANGED	BEAUTIFUL
VERY SMALL	—
HUMAN	SNAKE BELOW WAIST
LONG NAILS ON HANDS	SIX
FEET HAVE CLAWS	NONE
BAT'S	—
YES, LONG POINTED	SNAKE'S
—	SIX WEAPONS IN HANDS

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DEMONS

	TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V	BALROG ORCUS	DEMOGORGON
EIGHT	5.4' 35mm	7.2' 30mm	9.6' 40mm	10.8' 45mm	12' 50mm	15.6' 65mm	18' 75mm
BUILD	THIN	THICK SQUAT	BROAD SHOULDERED	HEAVY	MANLIKE	HUGE	SLENDER
KIN	FEATHERED	SMOOTH, WARTS	WRINKLED HIDE	HAIRY	SCALED	FURRED?	PLATED
EAD	VULTURE'S - ATOP LONG NECK	TOAD'S - HUGE MOUTH HUMAN EARS	DOG'S - EARS	BOAR'S -	HUMAN —	GOAT'S —	BABOON OR MANDRIL (SEE OTHER)
ACE	HUMANOID BUT BIRD-EYED	TOAD	DOG MUZZLE	AS BOAR WITH TUSHES	HUMAN, BUT FANGED ?		AS HEAD
ORNS	—	—	GOAT'S	—	BULL'S ?	RAM'S	—
ODY	BIRD'S	GROSS, TOAD-LIKE	MAN-LIKE	APELIKE	WELL-MUSCLED MAN	GROSSLY FAT HUMAN	REPTILIAN
RMS	WITH VULTURE'S TALONS	VERY LONG, HUMAN, CLAWED	MAN'S ENDING IN PINCERS	HUGE - SPEARED FINGERS + NAILS LONG	HUMAN (see other)	HUMAN — COULD HOLD SKULL-TOPPED WAND	TENTACLES
EGS	HUMAN, VULTURE'S FEET	TOAD	BOWED HUMAN	BOAR'S	HUMAN - MUSCLED	GOATISH	LIZARD
NGS	BIRD	—	—	—	BAT	BAT	—
IL	FEATHERED	—	—	PIGS	—	TIPPED WITH ARROW HEAD	FORKED
THER			SMALL ARMS PROJECTING		CAST WITH WHIP & [illegible]		TWO HEADS ATOP SERPENT

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Preparation For the Campaign

The Players
- Elves
- Dwarves
- Changing Class

Table 1: Types of Adventurers
- Gold Pieces
- Intelligence
- Cunning
- Strength
- Health
- Appearance
- Experience Points

Table 2 Bonuses and Penalties to Advancement

Table 3 Statistics Regarding Types/Classes
- Magic Users
- Fighters
- Clerics
  - Accumulative Hits
  - Fighting Capabilities
  - Spells; Levels

Table 3 Basic Equipment Costs
- wagons
- Armor; other
- Transportation
- Mounts and Trapping
- Provisions

Table 4 Encumberance

Table 5 Weights; Equivalents

Example employing Tables 4; 5

NON-REAL Players
- Relatives
- Captives of Non-Real Men and/or Monsters

Support; Upkeep
- Non-Real Players

Real Players; Support of Non-Real Magic-Users and Clerics

Non-Real Player Loyalty

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Highest Levels: Increases and Advantages
- Hit dice
- Fighting Capabilities
- Spells
- Advantages
  - Magic-Users
  - Magical Research
  - Fighting Man
  - Clerics
- Underworld The Move/Turn
  - Experience Points
- Table 6 Monster Determination; Level Matrix
  - Monsters
- Hits and Recovery
- Scoring Hits
- Number of Monsters Appearing

Avoiding Monsters:
- man vs. man
- man vs. Fantasy Figures
- Fantasy vs. Fantasy
- Armor Class -- Description
  - Magic-Users
  - Clerics
- Defense Capabilities
- Monster (Hostile, Benign) Table

Encounter Matrix, The Upper-hand
- Castles
- Fighting
- Magic-Users
- Clerics
- Outdoor Adventures with Wandering Monsters
  - Adventure
  - Type of Terrain
  - Chance of being lost
  - Chance of Adventure
  - Die for Type of Adventure
    - Animals
    - Man
  - Evading Wandering Monsters in the Upperworld
    - Modifiers
- Prize Matrix
  - gems
  - ...dru...

Book 1 Organization

Introduction: This is where Gary editorializes and tells neat stories as much as his little heart desires and if he wants to use the extra pages. A rule book is a rule book not a novel.

Scope

Materials Needed

Preparation for the Campaign — tell them to go to book 3 for expanded prep.

Setting up the players

~~The Adventurers~~

The players can be one of three classes of adventurers, Magic Users, Fighting Men, or Clerics. Magic Users may be Human or Elven; Fighting Men may be Human or Dwarf; Clerics may only be Human. These three classes and the number of points required to move upwards a step are shown on Table 1:

Table 1 CLASSES OF ADVENTURERS

Each adventurer has certain characterics not dependent on what class he is in. These are the innate abilities of "Intelligence", "Cunning", "Strength", "Health", and "Appearance". Roll 3 six-sided dice and add them together for ability. Each player should record these scores in his note book. A sample page might look like this:

Name: Xylarthar. Magic User

Intelligence: 10 Cunning: 14 Strength: 5

Health: 14 Appearance: 8

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Organization

1st Book Men & Magic
Players and Characteristics

2nd Book Masters & Treasure
Bestiary

3rd Book Underworld & Outdoor
Referee Manual

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~~Abilities~~

Each adventurer has certain characteristics not dependent on what class he is in. These are innate abilities ~~aside~~ of "Intelligence", Courage ——— . [Each player should have his own note-book wherein he records the score ~~of each ability~~. Roll 3 six-sided dice and add them together for each ability.]

A sample play ———
example

While ~~all~~ every abilities are helpful to ~~each class~~ all the classes of adventurers one is more important to ~~it~~ each. This ability is called their prime requisite. The average score is 9-12. If a player ~~is fortunate enough to have~~ is above or below the average ~~than~~ in his prime requisite (will affect) his ~~advancement~~ experience point acquisition and hence his advancement through his class. ~~In addition~~ However, certain non-prime requisite abilities may help a player ~~to~~ overcome a below average score if the player has an excess in ~~that~~ abilities that non prime requisite depending on the class. meaning a score above 9. The player can trade off this excess ~~for points~~ to add to his prime requisite as long as his score does not fall below 9. (~~This trade off is not reversible~~ this trade off is ~~not~~

p. 8. Maybe put explanation ahead of these
Table 4? instead of 3

p. 3 of Players

3A * Prime requisites

*Explain what the prime requisite are, and more importantly how they will be used

4. Point range in level examples, MEDIAN is 0-10 pts
Do Players want high NO's or low.

5. Gold Pieces: for possible investment in the areas under
Intelligence prime req. used how? explain

6. an expanded example please
If this note wasn't here the reader would have no idea what you're talking about

Table 1 +1 spot (+1 what) exp.

10. Movement will be fully explained below. Where? above what unit?

11. Cannot serve in the underworld. Why not?
I would skip repeated unnecessary references. This is obscure
how about "you cannot hire persons equal to or above your station

12. bottom needs more detail

13. what is the ~~[illegible]~~ talking about. needs more explanation bottom

15. Highest Levels not increases add points to level examples needed

16. explain how etc. exp. for other things example can wizard make teleporting

16a. more detail

17. above examples. below. outline steps 1, 2, etc.

18. Exp. pts. Table maybe set apart from general paragraph

19. Table 6 Steps set up

20. Level 3 how about including hit dice for creatures here?

21. Recovery of wounds new system needed

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21. A. # of Musk Bypassing — Simplify - to involved examples

22. Men vs. Fantasy Fig. — hits equal to a die roll (1-6) why

23 A. First two sentences — what?

26. cattle — change

27. Clerics — Drop or change

30. Range Matrix — Better display + explanation

32. Bounty - for base 100 roll three dice and multiply by 100. - what sum?

36. see chain mail + Mithril

37. Bring Up Magic — Vague alt rules?

39. A. Bold Portal — which one is the rule? Explain. Is presence the only criterion or must a Magic User use a counter spell?

Protection from Evil — which one?

39. B. C.P. — How do you determine if it's successful

Lev. — give lang. limitations and how high?

39. C. D.E. - what about magic resistance rules.

ESP. — How about a teleport path to this spell

Fly — secret from magic user

39. D. Dup. — added or subs. — to what?

39. E. R.C. — does level matter?

W of F. — How many they and what do they do if the wizard sneezes than it?

Con. — How long does your confusion spell last? Add some duration rule

39. F. Fly — Points damage when they hit ground? How about saving throw when low?

M.E. - Add something about exactly cracks in earth, length, dependent on level

39. G. Wall Ice. — How do you knock down if you can

A.P. - for how long and what control?

M. J. — ? Isn't this possession.

39, 17. D.E. — but should be greater

39. I. D.D. — add plague rule.

39. 17.1. S & F. How about calling this a Transmutation spell and allow them to change it anything (within reason)

Rein. don't be so redundant he mentions Rein for Animate

35. I. Com. How about breakdowns as in the Higher Plane Contacting Spell?

F of P. Is this a spell?

41. Explain and give example Magic Items

42. Why? Thor was no dwarf

43. ** effect only certain creatures?

44 ** as mating saving throw ½ damage if also make same ¼ damage.

48. How is this table used over the previous one.

does it = ±1?? a hit table (5%)

49. Growth then what do you gain any power or you're strong as 2 giants would say yes

Orm. are you still 12 strong as manjaro. what are your chances of being seen I would say reduce to ¼ normal ie. if 50% the become 12%

F.R. must just below or are these others.

56. (top of Page) too Powerful
- roll as bandits per 100 1 chance in 10
for magic user or cleric.

59. MUMMIES; Possible as (SPECIAL) mummies kills it becomes more and more lifelike and eventually looks normal and keeps it up by absorbing victims life into it's own body

60. MEDUSA; allow saving throw for minor business as in Greek MYTHOS.
GORGON; 30' = 3" on board
MANTICORA: what is the effect of spikes
HYDA; do heads regenerate

61; GOLDEN; For every 2 hit die ↓ has one level of magic using if it can talk.

63; GYCH. If beast does not take at least 20% of its damage at one ~~hit~~ time then no damage is taken. Any mammal that survives attack become L/C. and fights

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DUNGEONS & DRAGONS

Rules for Fantastic Medieval Paper, Board, and Miniature Figure Campaign Games.

by Gary Gygax and Dave Arneson

DEFT'S EXH 13
7-18-79 acw

Dedicated to all the fantasy wargamers who have so enthusiastically played and expanded the CHAINMAIL Fantasy Rules, with thanks and gratitude. Here's something better!

FORWARD

ONCE upon a time, long, long ago, there was a little group who called themselves the Castle & Crusade Society. Their rules became the CHAINMAIL edition -- the first of the Guidon miniatures rules. Fantasy wargaming began to become popular. For a time the group grew and prospered, and Dave Arneson decided to begin a medieval/fantasy campaign game for his group in the Twin Cities. From the map of the "land" of the "Great Kingdom" and its environs, Dave located the wierd enclave of "Blackmoor", just below the terrible "Egg of Coot". From the CHAINMAIL Fantasy Rules he drew an expanded set of rules for battles and the campaign. Eventually, Dave made the mistake of letting me get my hands on his campaign, and the result is this booklet. Although the C & C Society is no longer, its spirit lives on. We believe that all wargamers who are interested in the Medieval period and who enjoy the fantastic will find that the possibilities offered herein go far beyond any past offerings.

The campaign game is relatively simple to set up and quite inexpensive. In fact you will not even need figures (although they can be employed if desired for the greator spectacle they present when battles are being conducted). A glance at the Equipment section of the booklet will reveal just how little is required. The most extensive requirement is time; the campaign referee will have to devote quite a number of hours laying out the maps for dungeons and upper terrain before the affair begins. But even there we have attempted to make the task easier by including helpful suggestions regarding how to accomplish it all with a minimum of time and effort. Of players there should be

no want, for it seems that they flock to the game -- even those who are not what would be termed ardent wargamers. As proof of this we offer a group of a round dozen playing in Lake Geneva, a city of some 5,000 people! Dave's group is far larger, and several others are flourshing in various spots already. The section of the rules entitled Scope will provide complete details of the possibilities inherant in DUNGEONS & DRAGONS.

These rules are strictly of a fantastic nature. Those wargamers who do not care for Burroughs' Martian adventures where John Carter is groping through black pits, Howard's Conan saga, of the de Camp& Pratt fantasies, or Fritz Leiber's Fafhrd and the Gray Mouser yarns will not care for these rules. Similarly, those who love fantasy stories will be likely to find these rules fascinating. With that bit of advice we invite you to read on and enjoy a world where the fantastic is commonplace and magic really works!

E. Gary Gygax
Guidon Games Miniatures Rules Editor

1 July 1973
Lake Geneva, Wisconsin

DUNGEONS & DRAGONS

INTRODUCTION:

These rules are guidelines to follow in designing your own fantastic-medieval campaign. They provide the framework around which you will build a game of simplicity or tremendous complexity -- your time and imagination are about the only limitating factors regarding complexity. We advise, however, that you begin slowly, following the steps given herein, so as to avoid becoming too bogged down with unfamiliar details at first. That way your campaign will build slowly, at a pace you elect, and incidentally smooth the way for the participants therein. New details can be added -- and old "laws" altered" so as to provide continually new and different situations. In addition, the players themselves will interact in such a way as to make the campaign variable and unique.

If you are a player purchasing the DUNGEONS & DRAGONS rules in order to improve your situation in an existing campaign, you will find having a copy handy a great advantage. If the person running your campaign has made changes in the basic rules and tables, simply note them in in pencil (who knows when some flux of the cosmos will make things shift once again!), and keep them nearby as you play. A quick check on how many hits are required to slay a typical six-headed hydra, for example, may save your game "life".

SCOPE:

With the various equippage given in the next section DUNGEONS & DRAGONS will provide a basically complete, nearly endless campaign of all levels of fantastic-Medieval wargame play. The use of paper and manboards is standard. Miniature figures can be used if the players have such equipment and desire to employ it, but miniatures are not required, for unit counters can be used as well -- although the eye-appeal of the varied and brightly painted figures has strong appeal.

Age Level: 12 years and up.

Number of Players: 1 Referee (more are possibly helpful in cases where there are many participants) and from 4 - 50 players.

EQUIPMENT:

~~EEMGEOEHA~~ DUNGEONS & DRAGONS
CHAINMAIL Rules by Guidon Games (Latest edition is recommended)
OUTDOOR SURVIVAL by Avalon Hill
Pairs of Dice as follows: (All available from Lowrys Hobbies)

1 Pair 4-sided,
6 - 20 pairs 6-sided,
1 pair 8-sided dice,
1 pair 12-sided dice,
1 pair 20-sided dice.

INDENT

"THE PLAYERS"

Elves: In the Magic-User class, Elves may progress no further than the "Warlock" level. In the Fighting-Men class, Elves may not progress beyond "Hero". However, because elves are magical in nature, they will handle magic items (wands and the like) well even if they are Fighting Men. After progressing to the ~~top-of-his~~ maximum level in one class, elves may begin to accumulate Experience Points (EP) in the other class.

Dwarves: Dwarves may only be Fighting-Men. As a fighter they progress normally at 10% above normal, and the dice casts for "Strength" and "Cunning" and "Intelligence" will modify this accordingly. Thus, a dwarf will normally progress 10% faster and has an advantage regardless of minuses or pluses. Dwarves, however, may not go above the level of "Myrmidon".

Changing Class: Only elves may freely change class. In order for her to progress in more than one class they must have a score of 16 or better in the prime requisite of the class they wish to change to, and this score must be unmodified. A "Cleric" with a "strength" of 15 could not become a Fighting-Man. Magic-Users may not become Clerics, Clerics may not become Magic-Users. In any event Clerics may not use edged weapons (at the referee's option).

3-ring Notebook (large rings)

3-ring Graph Paper (4-6 lines/inch)

3 ring-Lined Paper

3-Ring Plastic Sheet Protectors

Drafting Equipment & Colored Pencils

Plenty of Scratch Paper and Pencils

Imagination

1 Patient Referee

Players

PREPARATION FOR THE CAMPAIGN:

The Referee must do all the work here. He must draw out a minimum of half a dozen levels of the "Underworld", people them with horrid mosnters, distribute prizes, and note the location of the two latter items on a key corresponding to the appropriate level (see the section entitled The Underworld). The participants can then be allowed their first descent into the dungeons beneath the huge castle built by a hundred generations of mad wizards. The players must now decide if they wish to progress through one of three classes of adventureres. (SIX LIST CLASSES) These three classes and the number of points required to move upwards a step are shown on Table 1:

If they choose to be magic-users or fighting men they have the additional option of playing as Elves or dwarves. Elves find secret doors easier, Dwarves note changes in level (like slanting passages) and traps more easily. (go to 3A)

Elves who operate in both the Magic User class and the Fighting Man class get the benefits of both classes--for example they are able to utilize magic weaponry and spells at the same time. In addition, they can speak one additional language (see section on languages), Elvish.

Dwarves have a high resistance to magic (and spells), so they will throw Saving Throws 4 levels above their actual level, i.e. a Hero as a Superhero. Dwarves will speak the usual languages plus Dwarvish, the tongue of the Goblins and Kobolds, and Gnomish.

TABLE 1: [illegible]

Magic-Users		Fighting Men		Clerics	
0	Medium	0	Veteran	0	Acolyte
2000	Conjurer	1000	Warrior	500	~~Adept~~
5000	Seer	2500	Swordsman	1500	Village Priest
9000	Theurgist	5000	Hero	3500	~~Priest~~ VICAR
14000	Thaumaturgist	10000	Swashbuckler	7000	~~Vicar~~ CURATE
24000	Magacian	25000	Myrmidon	12000	~~Curé~~ ~~Abbé~~ BISHOP
40000	Enchanter	50000	Champion	24000	~~Abbé~~ LAMA
60000	Warlock	90000	Superhero	50000	Patriarch
85000	Sorceror	150000	Lord		
125000	Necromancer				
200000	Wizard				

Note: The advantages accruing to each class will be shown below in other tables and discussed in seperate paragraphs.

The Reforee now rolls a series of three dice for each participant. The totals equal his starting "Gold Pieces", "Intelligence","Cunning", "Strength", "Health", and "Appearance". Each player should have his own note book wherein he records these scores, the gold pieces (GP) in a seperate column, for their total will fluctuate continually. A sample page would look like this:

Name: Xylarthar. Magic-User

Intelligence: 10. Cunning: 14. Strength: 5.

Health: 14. Appearance: 8.

Gold Pieces	Experience Points
160 (3 dice x 10)	0

(GP)

Gold Pieces: These will be used to purchase necessary items of equipment, pay expenses, and build castles, and later possibly be used to invest in the areas of the various players' control (see the section entitled The Upper Land).

Intelligence: The prime requisite for Magic-Users. Intelligence can be used on a 2 for 1 basis by Fighters and Clerics in their prime requisite areas.

Cunning: The prime requisite of the Clerics. Cunning can be used on a 2 for 1 basis by Magic-Users and Fighters in their prime requisite areas.

Strength: The prime requisite of the Fighters. Clerics can use Strength on a 2 for 1 basis in their prime requisite area.

Health: The measure of how well a person stands up under the strain of events (such as being turned to stone or changed to a toad), and ability to take physical punishment. Experience Points; Explained later.

Appearance: Seldom used, and it can be ignored, but it makes some interesting situations when a male player is captured by a Witch, for example -- will she turn him into a swine or keep him as a lover? The reverse is also true.

TABLE 2: BONUSES AND PENALTIES TO ADVANCEMENT

Prime Requisite -3 or more: Increase E.P. scores 25%
Prime Requisite -1 or -2: Increase E.P. scores by 10%
Prime Requisite +1 or +2: Decrease E.P. scores by 5%
Prime Requisite +3 or more: Decrease E.P. scores by 10%

EXAMPLE

Health -3 or more below average: -2 from hit dice*
Health -1 or -2: -1 from hit dice*
*minimum of 1 total score for hit dice
Health + 1 or +2: +1 on hit dice**
Health + 3 or more: +2 on hit dice***

EXAMPLE

**minimum score of 3
*** minimum score of 4

Note: Average scores are 9-12. Units may be used in one catagory to fulfill Prime Requisits as long as this does not bring that catagory below average, i.e. below 9.

TABLE 3: STATISTICS REGARDING TYPES/CLASSES.

Magic-Users/~~Types~~ classes	Dice for Accumulative Hits	Fighting Capabilities	Spells & Level 1	2	3	4	5
Medium	1	Man	1	-	-	-	-
Conjurer	1(+1)	Man (+1)	2	-	-	-	-
Seer	2	2 Men	3	1	-	-	-
Theurgist	2(+1)	2 Men (+1)	4	2	-	-	-
Thaumaturgist	3	3 Men	4	2	1	-	-
Magician	3(+1)	3 Men (+1)	4	2	2	-	-
Enchanter	4	Hero -1	4	3	2	1	-
Warlock	5	Hero	4	3	3	1	-

Sorcerer	6(+1)	Hero +1	4	3	3	2	1
Necromancer	7	Wizard *	4	4	3	2	2
Wizard	8(+1)	Wizard	4	4	4	3	3

*or Hero +1, whichever is better

Fighters/Classes

Veteran	1(+1)	Man(+1)	-	-	-	-	-
Warrior	2	2 Men(+2)	-	-	-	-	-
Swordsman	3	3 Men*	-	-	-	-	-
Hero	4	Hero	-	-	-	-	-
Swashbuckler	5(+1)	5 Men/Hero +1	-	-	-	-	-
Myrmidon	6	6 Men/Hero +1	-	-	-		-
Champion	7(+1)	7 men/S.H. -1	-	-	-	-	-
SuperHero	8(+2)	Super Hero	-	-	-	-	-
Lord	9(+3)	Super Hero +1	-	-	-	-	-

*or Hero -1, whichever is better

Clerics/Classes

Acolyte	1	Man	-	-	-	-	-
Friar	2	Man(+1)	1	-	-	-	-
Village Priest	3	2 Men	2	-	-	-	-
Priest	4	3 Men	2	1	-	-	-
Vicar	4(+1)	3 Men +1	2	2	-	-	-
Curé	5	Hero -1	2	2	1	-	-
Abbé	6	Hero	2	2	2	1	-
Patriarch	7	Hero +1	2	2	2	2	2

Accumulative Hits are the number of hits as indicated by a total of the spots on the die or dice for combat or other damage purposes. This will be further explained in the section dealing with Hits and Damage.

Fighting Capabilities: See CHAINMAIL, as modified by the table above and the Hits and Damage Section of these Rules.

Spells & Levels: The number above each column indicates the spell level (complexity -- a wholly subjective determination). The number in each column indicates the number of spells of that level that can be "carried". Spells are enumerated in a seperate appendix entitled Spells and Levels.

TABLE 3: BASIC EQUIPMENT COSTS

Weapons		Armor & Other Equipment	
Dagger	3	Leather Armor	15
Hand Axe	4	Chain-Type Mail	25
Mace	6	Plate Mail	50
Sword	10	Helmet	5
Battle Axe	7	Shield	5
Morning Star	6	Horse Armor(Barding)	150
Flail	8	50' Rope	½
Spear	2	12 Iron Spikes	½
Pole Arm	6	Leather Sack	1
Halberd	7	Leather Back Pack	2
Two-handed Sword	15	Water or Wine Skin	1
Lance	4	Torches, 6	1
Pike	5	Lantern	10

Bow, Short	25
Longbow	40
Composite Bow	50
Light Crossbow	15
Heavy Crossbow	20
Quiver with 20 Arrows	5
Case with 30 Bolts	5
20 Arrows	2
30 Bolts	2

Transportation

Draft Horse	30
Riding	200
Small Cart	80
Wagon	160
Raft	40
Merchant Ship, Small	5000
Merchant Ship, Large	12000
Galley	20000

Mounts and Trappings

Light Horse	25
Medium Horse	100
Heavy Horse	200
Small Thoat	400
Large Thoat	1000
Pegasus	2000
Hippogriff	3000
Griffon	9000
Roc	5000
Horse Saddle	10
Thoat Saddle	25
Hippogriff/Pegasus Saddle	15
Roc/Griffon Saddle	50
Horse-Sized Saddle Bags	5
Thoat-Sized Saddle Bags	15

Provisions

Light Rations, -1 on "Strength" after 1 week	2/wk
Standard Rations	5/wk

TABLE 4: ENCUMBERANCE

Each player can carry up to 1500 prs worth of equipment, normally, the weights of the various items are outlined below.

Load equal to Light Foot Movement (in Gold Pieces)		700
" " " HEAVY FOOT " " "		1,850
" " " ARMORED FOOT " " "		1,000
Leather Armor	=	150
Chain Mail	=	300
Plate Mail	=	500
Helmet	=	50
Shield	=	150

Pole Arms, 2-Handed Sword, Halberd =	150
Other Weapons (incl. Bow & QUiver) =	50
Daggar =	10
Misc. Equipment (Rope, Spikes, Water, Lantern) =	40
Maximum Load/Person (1/2 movement rate)	1500

TABLE 5. WEIGHTS & EQUIVALENTS:

1 Gold Piece or 1 Silver Piece or 1 Copper Piece ==	1
1 Gold = 10 Silver = 50 Copper	
1 Sack or Back Peck Holds	250
1 Scroll = or piece of Jewelry	20
1 Potion =	30
1 Flagon =	50
1 Wand & Case =	25
1 Staff =	50
1 Gem =	1

Example employing Tables 4. & 5.:

An adventurer equips himself with Plate Armor (500 weight), Shield (150), Helmet (50), Two Weapons (100) and Miscellaneous Equipment (40) and Daggar (10). ,He is encumbered to the total weight of 850 Gold Pieces (GP). He moves at the speed of a Heavy Footman. If he picks up treasure equal to another 150 Gp he moves at the speed of an Armored Footman, and if additional weight up to 500 GP is added he would move at one-half that speed. Of course, he could discard equipment in order to carry treasure, so that an unarmed and unarmored man could carry weight equal to 1,500 GP. Movement will be fully explained below.

NON-REAL PLAYERS:

In all probability the referee will find it beneficial to allow participants to "hire" mercenaries for occassional service or permanent duty below or above. They can also capture various monsters (at the referee's option) to take into service. In the "Greyhawk Castle" campaign most players have 1-4 men (or elves or dwarves) and quite a few have orcs, ogres, etc. The monster-types, however, with the exception of orcs, cannot serve in the underworld, but they will man castles or lurk in the dungeons built under players' own strongholds. (See the section entitled Castles in the part of the rules pertaining to THE UPPER WORLD.) Eventually players will be forced -- or willingly go -- to leave the primary castle to build their own. When they so depart there will come a parting from some of their hirelings. Thus we give a 90% probability of taking one, 50% for taking a second, and 10% for taking a third. Monsters automatically go along.

Offers to hire non-real players should take not less than one game-day to be responded to, and a die(six-sided) might be thrown to determine when the first response takes place. Only fighting types will reply to offers. As a rule of thumb, offers of under 100 GP/level (100 GP for a Veteran, 200 for a Warrior, etc.) have only 10% chance of response. Dwarves will require 50% more gold, and elves will be attracted by offers of magical items. Continued posting of offers, with increasing amounts will increase the probabilities of success, and eventually the transaction should take place. However, hiring of any above the Swordsman class (level 3) should be difficult and above the Hero class impossible.

Relatives: The referee may allow participants to designate one "relatibe" to play if for any reason the participant disappears (whether or not "death" is established). The arrival of the "Relative and Heir" should not be immediate, allowing from a week to a month or more at the referee's option. Inheritance should not be allowed for one game-year in any event. If for any reason the original character of the player returns it is possible to allow the "relative" to remain in the game as a non-real player at the referee's option. It is also nessicary to leave a "will" if the relative is to aquire any or part of the deceased riches Plus there is a strong chance that such valubles may be stolen unless they are well guarded.

Capture of Non-Real Men and/or Monsters: Morale dice can cause a man or relatively intelligent monster to surrender or be subdued. These captures may usually be employed by the captor as retainers or guards in the non-real player capacity.

SUPPORT & UPKEEP:

Players must pay living expenses (and wages) for themselves and hirelings. Note that costs in the Underworld are assessed on a weekly basis, but in the Upper Land the same cost applies on a monthly basis. Some "hazerdous duty" pay should be given when retainers from above serve for any length of time below ground. Creatures naturally inhabiting the "Underworld" will live there at the lower rate but serving in an active capacity will accrue the higher rate automatically. Support and upkeep costs are:

NON-REAL PLAYERS:

Level/Type 7-					
Man	GP	Elf	GP	Dwarf	GP
Man	1	Elf	2	Dwarf	1½

Hv. Inf./ Armd. Ft.	2	--	--	--	--
Lt. Cav.	4	--	--	--	--
Med. Cav.	6	--	--	--	--
Hv. Cav.	8	--	--	--	--
Crossbowman	4	--	--	--	--
Archer	3	Elf Archer	6	--	--
Longbowman/ Comp. Bowman	6	--	--	--	--
Veteran	10	Elf	10	Dwarf	15
Swordsman	25	"	25	"	40
Warrior	50	"	50	"	75
Hero	100	"	100	"	150
Swashbuckler	200	--	--	"	300
Myrmidon	350	--	--	"	500
Champion	*	--	--	--	--
Superhero	**	--	--	--	--
Lord	***	--	--	--	--
~~Engineer~~	~~60~~	~~Engineer~~		~~Engineer~~	~~100~~
~~Animal Trainer~~	~~100~~				

* 5% of treasure, minimum
** 10% of treasure, minimum
(See also Specialists optional rule) ***15% of treasure, minimum

REAL PLAYERS & SUPPORT OF NON-REAL MAGIC-USERS AND CLERICS

All players must pay 1% of their minimun EP for Support and Upkeep. Thus, a Conjurer would pay 20 GP (monthly or weekly), a Lord 1,500 GP, and an Abbé 240, for example. In addition, non-real players above the sixth level (above Magician, Myrmidon, Curé) will be given a flat percentage of treasure in lieu of Support and Upkeep

costs. This is indicated on the table above for non-real players with regard to Fighting Men. Magic-Users must be paid a minimum of 5% per level (a Wizard would receive 25% of all treasure). Clerics will receive a tithe of a flat 10% for either Abbé or Patriarch as a minimum for service. Of course, real players will receive whatever they bargain for if they are serving with another real player.

NON-REAL PLAYER LOYALTY:

Men will serve as retainers (as will elves and dwarves) with relative loyalty so long as they receive their pay regularly, anr treated fairly, and are given occassional bonuses (elves magic items, dwarves extra gold). This judgement is perforce subjective on the part of the referee, but there is a simple guideline: When a non-real player is taken into service roll three dice for loyalty at that time. Plusses will be given for bonuses, consideration, luck in adventures, and life-saving acts on the part of the real players in behalf of their retainers. Assume average loyalty (morale)is 10-11, for every point under average deduct 1 from morale, and for every point above average add 1. At a loyalty score of 5 retainers will automatically desert at the first opportunity. At a score of 15 they need not check morale, and at 18 they will be fanatically loyal and willingly give their "lives" for their master. Continued service over game-years will automatically increase morale which has stayed average or above during the period; thus, a Warlock in the service of a player would go from 11, let us say, to 12 after one game-year of service (and if he had had several successful adventures, received monetary bonuses, and given some magical items in

the period his loyalty rating would probably increase another 3 points to 15 or even possibly more, depending on the rewards given).

HIGHEST LEVELS: INCREASES AND ADVANTAGES:

Obviously, the highest levels are Wizard (11th level Magic-User) Lord (9th level Fighting Man) and Patriarch (8th level Cleric). Continued accumulation of Experience Points will eventually double the totals required to gain the above ranks, and this will then increase the level one step (12th, 10th, and 9th respectively), and further this progression can continue indefinately. As level increases, give bonuses as follows:

Hit Dice: Give a +1 until x dice +3 is attained, then go to x dice +1 die (9 dice +3 goes to 10 dice). However, Fighting Men will accrue advantages faster, so double this progression, ie. an 10th level Lord would have 10 + 1 Hit Dice, an 11th level Lord 10 +3, and so on. ~~ie. 12th and~~

Fighting Capabilities: Magic-Users and Clerics will not increase their fighting abilities as they progress, but Fighting Men will increase theirs (as well as their svaing throws (see CHAINMAIL) at the 13th, 17th, and 21st levels by +1.

Spells: Both Magic-Users and Clerics will add one spell, progressing from lowest to highest, for each level above Wizard/~~Cleric~~ and Patriarch respectively. Thus a 12th level Wizard would add one forth level spell, while a 9th level Patriarch would add one first level spell. As they gained yet another level in the above example

the Wizard would add a fifth level spell, and the Patriarch would add a second level spell. When numbers of spells are even in each level, progression moves to the lowest and works upwards again.

Advantages:

Magic-Users: Wizards may manufacture and sell potions, scrolls, and other magical items. Costs are commensurate with the value of the item, as would be the amount of time necessary to manufacture such items. He can sell them for a flat profit of 25% to "other parties" or he can offer them to actual players at whatever price he wishes. Examples of costs are:

Scroll of spells =	100 GP/spell/level/week
Potion of healing =	250 GP & 1 week
Enchanting 20 arrows ~~weapons/armor/+1~~ =	100 GP & 1 month
Enchanting armor to +1	1,000 GP + 2 months
Wand of Lightening Bolts	10,000 GP + 3 months

Wizards with castles of their own also gain automatic income from the surrounding population (20 mile radius) at a rate of 1 GP/10 people for sale of miscellaneous items (charms, love potions, etc.), and this requires no outlay in time or money. (See also Investments)

((Insert Ref.))

Fighting Men: Lords who build castles are considered "Barons" and as such they may invest in their holdings to increase their value (see the section entitled Investments). They also gain tax income at the rate of 1 GP/person/month.

Clerics: When a Cleric opts to build his own castle (MONASTARY) he will receive help from "above" equal to the number of GP he spends on his con-

MAGICAL RESEARCH:

Research in new areas is a question of investment and time. The level of the magic involved dictates the initial investemnt, i.e. 1st or 2nd level base 100 gp, 3re level base 500 GP, 4th level base 1,000 GP, and 5th Level base 2,000 GP. For every base level spent there will be a 10% probablitiy of success per week. However, an additional investment must be made every week. Each week also adds a 5% probability of success. Thus, research on a 5th level magic project, with the minimum investment of 2,000 GP would have a 15% chance of success the first week, and with another 2,000 GP spent the second week, a 20% chance.

The level of the magic (spell or item) must be consistant with the level of the Magic-User indofar as upward progression is concerned. Thus, a 2nd level Magic-User could not work on other than 1st level spells. All items of magic must be produced by Magic-Users of above 8th level. However, with a formula, lower level Magic-Users, as well as Alchemists, can produce potions.

construction, but only insofar as he actually spends the GP's. Thus, if he spends 50,000 GP's on a castle, and he has this amount himself, he will receive no additional help from "Above".

Clerics will receive thithes from their holdings at the rate of 2 GP/month. The surrounding population is similar to that of a Baron.

In addition, Clerics will enlist the services of a body of men who are fanatically loyal ("Religious Orders" from CHAINMAIL). Roll two dice for the numbers of Heavy Cavalry (dice score x 2) and Heavy Footmen (dice score x 20). (See the Evil High Priest rule for possibilities of desertion from service with a Cleric.)

DEEPWORLD

THE MOVE/TURN:

Movement is in segments of approximately 10 minutes in the Underworld, and by daily increments in the Upper Land. Time must be taken to rest, so one move every hour is spend at rest, and two days every week are spent likewise above ground. If the players are spending time searching for anything, hiding, loading treasure, listening, ESP'ing, or whatever, time will go past. Periodically the referee is to roll one die for "wandering monsters" (see below).

Secret passages will be located by a roll of 1 or 2 by a man or dwarf, and 1 through by an elf (referee's option, for on higher levels they may be found more easily, and lower they may take more searching. Standard doors do not automatically open, requiring a 1 or 2 by men, and 1's by smaller players. Doors close automatically

unless extreme measures are taken to keep them open (the imaginative referee will keep participants on their toes in this matter). Traps are usually sprung by a roll of 1 or 2, and pits will generally open to receive the unwary in the same way.

When players come to a door they may "listen" to hear anything on the other side. "Undead" monsters will never make any sound and so may never be so heard. Probabilities otherwise are typically 1 for men and 1 or 2 for dwarves or elves.

In the Underworld it will be necessary for players to have some light source. Of course this will make them seeable as they see. All monsters automatically see despite the stygian darkness.

Experience Points: As players beat monsters in mortal combat and capture various forms of prizes (magical items and treasure) they gain "experience". This adds to their Experience Point total, and in this manner ~~players~~ players will eventually progress to higher levels. Gains in EP will be relative; thus a third level adventurer fighting a fifth level monster and gaining loot to the value of 10,000 GP would gain approximately 10,500 EP (500 for defeating the monster and 10,000 for the GP on a 1 for 1 basis). If the situation were reversed the EP gain would be: 300 (monster) + 10,000 (loot) = 10,300 x 3/5 (a fifth level adventurer fighting a third level monster). Note that EP's are never to be awarded above a 1 for 1 basis, so a first level adventurer fighting and defeating a sixth level monster will not gain EP's six times greater than actual, he will gain at 1 for 1.

When players reach the top of their class the referee should award EP's at a rate of 1 for 3 to 1 for 10 or worse, depending on the circumstances.

Players will "see" a monster at 30 -90 feet (die 1-6) unless they are"suprised"(die 1 or 2). Certain magical devices will give prior warning, for which see Magical Devices section. Monsters will be found as located on map keys or "wandering". Wandering monsters will appear whenever a six is rolled on the die. A die should be rolled every hour in Underworld situations. A matrix for determining what form of monster appears is given below. (For adventures above ground an entirely seperate system will be employed. See The Upper Land.)

TABLE 6:/ MONSTER DETERMINATION & LEVEL MATRIX

Level Beneath		Level of Monster					
the Surface		- 1	2	3	4	5	6
1	Die	1-2	3-4	5	6	-	-
2	"	1	2	3-4	5	6	-
3	"	-	1	2	3-4	5	6
4-5	"	-	-	1	2-3	4-5	6
6-8	"	-	-	-	1	2-3	4-6
9-11	"	-	-	-	-	1	2-6
12+	"	-	-	-	-	-	1-6

Once the level of the monster is determined further dice must be rolled in order to find which exact monster will appear:

UNDERWORLD

MONSTERS:

Level 1	Die
Goblins	1
Kobolds	2
Bandits	3
Orcs	4
Gaint Rats	5
Centipedes	6

Level 2		
Die 1-3	2nd Die	Die 4-6
Hobgoblins	1	Gnolls
Skeletons	2	Zombies
Ghouls	3	Theurgists
Lizards	4	Spiders Giant Ants
Anti-Swordsman	5	~~Anti-Warrior~~
Roll again	6	Roll again

Level 3	Die
Thaumaturgists	1
Anti-Warriors	2
Wights	3
Giant Hogs	4
Giant Toads	5
Giant Crabs	6

Level 4		
Die 1-3	2nd Die	Die 4-6
Anti-Heros	1	Anti-Swashbucklers
Giant Snakes	2	Salamanders
Wraiths	3	Ogres
Lycanthropes	4	Gargoyles
Giant Weasels	5	White Apes
Evil Priests	6	Magicians

Level 5

2nd Die	1st Die: Die 1-2	Die 3-4	Die 5-6
1	Trolls	Spectre	Anti-Myrmidons
2	Giant Beetles	Ochre Jelly	Giant Scorpion
3	Cockatrice	Gorgon	Mummy
4	Enchanter	Warlock	Medusa
5	Hydra of 5	Hydra of 6	Hydra of 7
6	~~Roll Again~~	~~Roll Again~~	Roll Again

Level 6

2nd Die	1st Die: Die 1-2	Die 3-4	Die 5-6
1	Black Pudding ~~Anti-Champions~~	Anti-Superheros	Anti-Lords
2	Wizards	Necromancers	Sorcerers
3	Basilisks	Chimeras	~~Wyverns~~
4	Evil High Priests	Vampires	Invisible Stalkers
5	Minotaurs	Giants	Purple Worms
6	~~Dragons~~	~~Dragons~~	Dragons
	~~Hydra of 7~~ MANTICORA	Hydra of 8	Hydra of 9

(Other monsters to consider if circumstances permit: Giant Octopi, Giant Squids, Sea Monsters, Griffons, Pteradactyles, Rocs) (SEE SECTION ON NAVAL WARFARE)

HITS AND RECOVERY:

If combatants score a hit a die is rolled to determine how many hit points the man/monster receives (usually 1-6, but as high as 2-12 if fighting opponents with the ability to fight at double hits, i.e. Giants, Efreet, etc.). The hits received are compared to the "Dice for Accumulative Hits" total, and when hits received excell the other total by 1, the man/monster is killed.

Recovery of wounds is normally at 2 points/day, with wound spells speeding the process. (See Trolls)

SCORING HITS:

Generally CHAINMAIL rules will apply as modified by the following:

Number of Monsters Appearing:

If the level below the surface roughly corresonds to the level of the monster and the adventurers concerned also equal this level, then roll one 6-sided die (level 1-4 monsters) or one 4-sided die (level 5-6 monsters) for the number which appear (referee's option: only one monster can appear without die roll). However, Level 1 monsters should usually appear in numbers from 2-12 to 2-24. If the level below the surface or the level of adventurer are significantly higher, then multiply the number of monsters accordingly.

AVOIDING MONSTERS:

Monsters will attack if they "see" adventurers. They automatically "see" adventurers if they run, with the exception that if the monsters are intelligent thay will not attack obviously superior forces. If the players choose to run the monsters will continue a straight line persuit until they are over 90 feet behind their prey, at which time they will return to their lair (or vanish). Speed of monsters is given in a later table. Men travel according to their encumberance as previously explained; however, as they flee from a monster or monsters they may choose to drop items in order to increase their speed. Dropped prizes will then remain where they were dropped with the appropriate monster(s) guarding them. There will also be a 10% chance that fleeing players will inadvertantly drop some item in order to escape a monster (roll for each player involved). Only items in hand can be inadvertantly dropped, and if there are two possibilities, roll dice to find which is dropped.

CHANGE OF DIRECTION WILL CAUSE A ROLL TO SEE IF THE MONSTER CONTINUES PERSUIT the 1- WILL CONTINUE.

Men vs. Men: If there are small numbers fighting it will be most interesting to use the Man-to-Man Melee Table. If large numbers are fighting the Combat Tables based on a troop ratio of 1:20 should be used

Men vs. Fantasy Figures: It is suggested that the 1:20 Combat Tables be used, with men scoring 1 hit point when they hit and fantasy figures scoring hits equal to a die roll (1-6). Of course, some fantasy figures cannot be hit by normal men, and no hit points will be scored against them. (See the Fantasy vs. Fantasy section below.)

Fantasy vs. Fantasy: Because of the vast number of fantastic creatures and levels of men, a matrix to show hits is totally impractical (we know because we tried, but with 70 or more categories it becomes too unwieldy to handle). We therefor recommend that a system utilizing a 20-sided die (incriments of 5%) be adopted. The basis for this will be the assumption that a man will require a score of 19 (90%) or better hit an opponent in plate mail and shield. Armor Classes will be given in such a way as to indicate their efficiency, viz. deduct their number from 20, and the base number to hit them is obtained. Thus, Plate mail and shield is "Class 2" and 2 - 20 = 18. Each fantasy figure is listed below, giving its base Armor Class (along with various other data regarding it). Armor Classes and what scores the various levels of Fighting Men need to score a hit are:

Armor Class --	Description	20-Sided Die Score to Hit/Level Fighter								
		1	2	3	4	5	6	7	8	9
2	Plate Mail & Shield	18	17	16	15	14	13	12	11	10
3	Plate Mail	17	16	15	14	13	12	11	10	9
4	Chain Mail & Shield	16	15	14	13	12	11	10	9	8
5	Chain Mail	15	14	13	12	11	10	9	8	7
6	Leather Armor & Shield	14	13	12	11	10	9	8	7	6
7	Leather Armor	13	12	11	10	9	8	7	6	5
8	Shield	12	11	10	9	8	7	6	5	4
9	No Armor or Shield	11	10	9	8	7	6	5	4	3

Magic-Users Fight as men until the 7th level (Enchanter) is attained. Hero -1 = 3rd level Fighter; Hero +1 = 5th level fighter; Wizard 1 ≠ -1 = 6th level Fighter; and Wizard = 7th level Fighter.

Clerics: Fight as men until they attain 6th level. Thereafter they fight as 3rd level (Warrior), 4th Level (Hero), and 5th Level (Swashbuckler) Fighters respectively for Curé, Abbé, and Patriarch.

DEFENSIVE CAPABILITIES

(see 23A)

All men (Fighters, Magic-Users, & Clerics) will add +1 to their Armor Class when they attain the level of or equal to 4th level Fighting Man (Hero and Abbé and Warlock in the other classes). 8th level Fighters (Superheroes) add another +1 (as do 12th level Magic-Users and 10th level Clerics). Only Fighting men will continue to add to their defensive capabilities, with +1's being awarded at the 12th and 16th levels.

Example: The base for a Hero in Plate Mail and Shield goes up from 18 to 19. If he was in Leather Armor and had no shield his base would be 14, a Superhero's base in the same armor would be 15, and a 12th level Lord would have base 16.

MONSTER (HOSTILE & BENIGN) TABLE:

(See paragraphs regarding each monster for special characteristics.)

ORDER

Type Monster	Possible Number*	Armor Class.	Move-ment@@.	Hit Dice.	In Lair.	Type & Amount of Treasure
1 Men	30-300	Vairable ----------→		1	15%	~~Variable~~ Type A
2 Goblins/ Kobolds	30-300	6	6	(1-3 hits	30%	1-6 GP/each
4 Hobgoblins/ Gnolls	20-100	5	9	1+1/2	40%	2-20 GP/each + TYPE I IN LAIR
3 Orcs	30-300	6	9	1	50%	1-10 GP/each + Type IN LAIR
9 Ghouls	2-24	6	9	2	20%	Type B
10 Wights	2-24	5	9	3	60%Ø	Type B
5 Ogres	2-20	5	9	4+1	30%	1-6000 GP, Type B
6 Trolls	2-16	4	12	6+3	60%	Type D
7 Giants	1-8	4	12	8 to 10	40%	1-6000 GP/Each
8 Skeletons/ Zombies	3-30	6	6	1/2	0%	Nil
11 Wraiths	2-16	3	12/24	4	20%	Type E
12 Mummies	1-12	3	6	5	30%	Type D
13 Spectres	1-8	2	15/30	6	25%	Type E
14 Vampires	1-6	2	12/18	7 to 9	10%	Type E
41 Small Animals/ & Insects	3-30	Variable ----------→			--	Nil
42 Large Animals/ & Insects	2-16	Variable ----------→			--	Nil
37 Rocs	1-20	6	6/48	4	10%	Type G
38 Griffons	2-16	5	12/30	6	10%	Type E
15 Cockatrice	1-8	6	9/18	5	35%	Type D
16 Basilisks	1-6	4	6	6+1	40%	Type F
17 Meduse	1-4	8	6	8	90%	Type F
18 Gorgons	1-4	2	12	7	50%	Type E
19 Manticora	1-4	~~3~~	12/18	6	30%	Type D

40	Invisable Stalker	1-00	2	25. 12	6	0%	NIL
34	Gargoyles	2.20	5	9/15	4	25%	Type C
20	Hydrae	5-9 Heads	5	12	5-9	20%	Type B
24	Balrogs	1-6	2	6/15	10	40%	Type F
21	Chimerae	1-4	4	9/15	8	50%	Type F
22	Wyverns	1-6	3	9/24	7	60%	Type E
23	Dragons***	1-4	2	9/24	7-10	60%	Type H
25	Lycanthropes/***	2-20	Variable----→			15%	Type B
26	Minotaurs	1-8	7	12/~~-~~	6	05%	Type C
29	Centaurs	2-20	~~5~~	~~24~~18	4	05%	Type A
28	Purple Worm	1-4	6	6	10	25%	Type D
27	Sea Monsters	Variable----→ (SEE NAVAL WARFAIR SECTION)					
30	Unicorns	1-4	6	24	4	Nil	Nil
31	Ents	2-20	2	6	6	Nil	Nil
32	Nixies	1-100	6	12	1	100%	Type B
37	Pixies	1-100	6	9/18	1	25%	Type C
39	Dryads	1-8	5	12	3	10%	Type D
36	Hippo Griffs	2-16	5	18/36	3	NIL	NIL
35	Pegasi	1-12	6	24/48	2	NIL	NIL

*Referee's option: Increase or decrease numbers according to the numbers of adventureres in the party concerned.

**Charge bonus applicable according to CHAINMAIL. Number after slash is flying speed.

***See seperate paragraphs regarding each monster for various types possible.

ENCOUNTER MATRIX, THE UPPER LAND:

The small dwellings on the OUTDOOR SURVIVAL mapboard will represent towns and villages. Die 1-6: 1 = hamlet, 2-5 progressively bigger villages, 6 = walled town. Possibilities for purchasing various needs or wants (other than food) increase proportionately with the

size of the habitation. Smallest villages have nothing, middle sized places will have fair probabilities of having standard mounts, magic swords and arrows, and standard-type mounts. The same is true of gems for sale. Walled towns will have all standard items for sale, some unusual ones, and a dragon market in which to sell your catch.

Castles: The ponds of water on the OUTDOOR SURVIVAL board will represent castles. The inhabitants of these strongholds are either hostile (die 1-3) or neutral (die 4-6). Naturally the players will not know this until they hail the castle or are otherwise in contact with its occupants. ~~There is a 1/6th chance~~ Chances for the occupants of a castle to come out (and after) passersby are: In same hex as castle, die 1-3; Adjacent to the castle hex, die 1-2; One hex from castle hex, die 1. Pursuit will occur on die 1-3 if the occupants are hostile, and on a die 1 if neutral. Inhabitants of a castle can be of six types:

Die	Occupant	Type Retainers; Die: 1	2	3	4
1	Lord	Champions[8]	Griffons[6]		Myrmidons[12] Giants[6]
2	Superhero	Myrmidons[8]	Rocs[6]	C'Bucklers[12]	Ogres[8]
3	Wizard	Dragon[4]	Balrog[4]	Wyvern[4]	Basili
4	Necromancer	Balrog[4]	Unicorns[4]	Lyes[20]	Gargoyle / Hippogriffs
5	Patriarch	Heroes[20]	S'heroes[6]	Ents[12]	Ogres[12]
6	Evil High Priest	Troll[12]	Vampires[8]	Apes[20]	

Note: Evil High Priests are always hostile.

Fighting-Warrior Men from a castle will demand a jousting match with passersby of like class if the occupants are not hostile. Otherwise they will demand a toll (1-600 GP).

If a joust takes place (use CHAINMAIL rules) the occupant of the castle will demand the loser's armor if he wins. If the passerby wins he will gain lodging and a week's supply of provisions from the castle or may opt to merely pass on.

Magic-Users from a castle will send passersby on a quest after treasure if they are not otherwise hostile. Unwilling passersby will either have to pay a toll (1-6,000 GP) or yeild some magical item to the Magic-User (or fight).

Clerics (including Evil High Priests) will ask 10% of passersby wealth. (The EHP has an 80% chance of them attempting to murder the adventurers and taking all of the wealth.) If there is no payment possible, the Cleric will send the adventurers on a holy quest (complete with a geas). The Evil High Priest will simply attempt to slay the members of the party.

Outdoor Adventures with Wandering Monsters: Use the following matrix to determine if adventures take place and if they do happen with what kind of monster:

Type of Terrain:	Clear	Woods	River	Swamp	Mtns.	Desert	City
Chance of being Lost:	1	1-2	1	1-3	1-2	1-3	--
Chance of Adventure:	6	5-6	5-6	4-6	4-6	5-6	6
Die for Type of Adventure:							
1	Men	Men	Men	Men	Men	Men	Men
2	Flyer	Flyer Swimmer	Flyer	Flyer	Flyer	Flyer	Undead
3	Giant	Giant	Giant	Giant	Giant	Giant	Undead Giant

4	Lycan.	Lycan.	Lycan.	Lycan.	Lycan.	Men
5	Animals	Lycan.	Swim'r.	Swim'r.	Animals	Animals
6	Men	Men	Swim'r.	Undead	Giants	Dragons
7	Animals	Animals	Animals	Undead	Dragons	--
8	Dragons	Dragons	Dragons	Dragons	Dragons	--

Type of Terrain: As defined by OUTDOOR SURVIVAL rules.

Chance of being Lost: Roll at the beginning of each day's turn.

Chance of Adventure: Roll at the end of each day.

Die for Type of Adventure: Consult the matrix below:

Die:	Lycanthropes	Dragon	Undead	Giant	Swimmers
1	Werewolves	Black	Skeletons	Goblins/Dwarves	Giant Crabs
2	Wereboard	White	Zombies	Kobolds/Dwarves	Nixies
3	Weretigers	Green	Ghouls	Orcs/Elves	Octopi
4	Werebears	Blue	Wights	Hobgoblins	Squid
5		Red	Wraiths	Gnolls	Sea Monsters/Dragon Turtles
6		Golden	Mummies	Ogres/Ents	Giant Anacondas
7		C'brice.	Spectres	Trolls/Ents	Crocodiles
8		Basilisk	Vampires	Giants/Ents	Giant Leeches
9		Wyvern			
10		Balrog			
11		Chimera			
12		Hydra*			

*For number of heads roll one 8-sided die,; 1-2 = 5 heads, 3-4 = 6 heads, 5-6 = 7 heads, 7 = 8 heads, and 8 = 9 heads.

Animals

Die:	Basic Animals	Optional-Woods	Optional-Swamps	Optional-Arid Plains	Optional-Mountains
1	Spiders*	Centaurs	Tyr. Rex	Apts	Cave Bears
2	Centipedes*	Unicorns	Pteradacty.	Banths	Dire Wolves
3	Lizards*	Minotaurs	Triceratops	Thoats	Sabre T. Tiger
4	Toads*	Gorgons	Bronto's.	Calots	Mastadons
5	Ants*	Pixies	Stegosaur.	Thoats	Spotted Lions
6	Weasels*	Manticora	Tyr. Rex	White Apes	Wooly Rhinos
7	Apes	Dryads	Pteradacty.	Orlucks	Titanotheres
8	Beetles*	Medusae	Triceratops	Sith	Cave Bears
9	Scorpions*		CROCKADILES	Tharks	Mammoths
10	Lions		"	Darseen	Sabre T. Tiger
11	Bears		"	Banths	Dire Wolves
12	SNAKES*		SNAKES	Tharks	Spotted Lions

* GIANT

Men

Die:	Flyers	Waterbourne	Desert (Mars)	Mountains	Other
1	Pegasi	Buccaneers	Nomads	Bandits	Bandits
2	Rocs	Pirates	Dervishes	Berserkers-	Brigand
3	Chimerae	Bucaneers	Nomads	Wizard	Wizard
4	Hippogriffs	Pirates	Superhero	Bandits	Necro.
5	Griffons	Bucaneers	Nomads	Lord	Bandits
6	Manticora	Merman	Lord	Necroman.	Bandits
7	Rocs		(Red)	E.H.P.	Lord
8	Wyverns		(Tharks)	Bandits	S-hero
9	Dragons		(Black)	Superhero	Bandits
10	Pegasi		(Yellow)	Caveman	Brigand
11	Hippogriffs		(Tharks)	Caveman	E.H.P.
12	Balrogs		(White)	Berserkers	Patri.

Evading Encountering Monsters in the Outer World: This action is a function of the size of the party of adventurers and the size of the party of monsters. Use the following table as a guideline:

Size of Party (#1. or no Mnst):	Number of Monsters Encountered:	Chance of Evading:
1 - 3	25% or less of possible	50%
1 - 3	25% - 50%	70%
1 - 3	Over 50%	90%
4 - 7	25% or less--	30%
4 - 7	25% - 50%	50%
4 - 7	Over 50%	70%
10 - 24	25 % or less--	10%
10 - 24	25% - 50%	30%
10 - 24	Over 50%	50%
25+,	25% or less--	05%
25+	25% - 50%	15%
25+	Over 50%	25%

Modifiers:

1. If monsters are encountered roll a die to see if they have surprised the adventurers. Die 1 or 2 equals surprise. If suprised, reduce the chance for evasion by one-half.
2. If the adventurers are not suprised, roll a second die to see if the monsters are suprised. If a roll of 1 or 2, then the monsters have been suprised, and the chances for evasion are increased by 10%.
3. In case 1, above, if the encounter is with men and the adventurerers are suprised, then they are surrounded by them, and there is no chance for evasion.

Note: There will be from 2-12 men with and Lord, Superhero, Wizard, Necromancer, Evil High Priest, or Patriarch. In addition they will have:

Magic-Users	Fighting Men	Clerics (Anti-Clerics)
Chance for:	Chances for:	Chance for:
wand Magic weapon 50%	Magic weapon 75%	Magic weapon 25%
other Magic ~~Armor~~ 40%	Magic armor 25%	Magic Armor 50%
Will Also Have:*	Magic shield 25%	Magic shield 50%
1 Magician	Will Also Have:*	Will Also Have:*
2 Heroes	1 Myrmidon	1 Curé (Evil Priest
	4 Heros	2 Heros

*Unless coming from a castle.

See the paragraphs dealing with the various monsters for explainations of the fighting abilities, characteristics, etc. of the "Wandering Monsters" above.

PRIZE MATRIX:

Type A: This is the most variable type, for the men involved differ considerably: Roll percentile dice to see if treasure type there

	Prisoners	Silver	Gold	Gems/Jewelry	Magic/Maps
Water:	2/10 men*	10-60 ea.	75%: 1-6000	75%: 10-60	50%: Map
Land:**	2/10 men	50%:1-6000	50%: 2-12000	50%: 6-36	50%: Any 3
Desert:	1/20 men	25%:1-6000	***	25%:	75%: Magic 3

*Pirates will have only very important prisoners, killing all others. ALL PRIZES, OTHER THAN SILVER + PRISONERS ARE ABOARD SHIP (IN LAIR).
**Brigands will take prisoners only as Pirates above. Both Bandits and Brigands will carry gold with them, from 10-60 GP each (1

dis x 10 for each man).

***Nomads will carry gold only as do bandits. All other treasure, save this and prisoners, will be at their permanent encampment. (See Monster Table for chance of finding them in their camp (("In Lair" = 15%)).)

Type:	Magic	Copper	Silver	Gold	Gems/Jewelry
B	10%: Weapon	50%: 1-6000	25%: 1-6000	25%: 1-6000	50%: 1-6/Nil
C	10% for any 2 items	5%: 1-12000	50%: 1-1200 ea.	25%: 1-600 ea.	10% 1-4 for each
D	25% for any 3 items	5%: 1-8000	10%: 1-12000	60%: 1-6000	25%: 1-6 for each
E	50% for any 4	Nil	10%: 1-12000	25%: 1-8000	10%: 1-8 for each
F	50% for any 5, but no weapons	Nil	Nil	50%: 1-12000	25%: 1-12/10%: 1-8
G	50% for any 3 items	NIL	Nil	Nil	25%: 1-12/25%: 1-8
H	25% for any 6 items	25%: 2-24000	50%: 10-100,000	75%: 10-60,000	50%: 10-60/50%: 6-36

Gems: For base value of gems roll one die: 1 = base 1000GP, 2 = base 500 GP, and 3-6 = base 100 GP. Then roll for each stone, all 1's being of the next higher catagory (100's become 500's, etc.). Finally, re-roll all 1's to see if any further increments upwards are attained (further die rolls of ∅ 1). Do this until there are no more 1's. Gem increments are 100, 500, 1000, 5,000, 10,000 20,000, and 50,000.

Jewelry: Jewelry is either base 100 (die 1 or 2) or base 1000. For base 100 roll three dice and multiply by 100. For base 1000 roll one die and multiply by 1000.

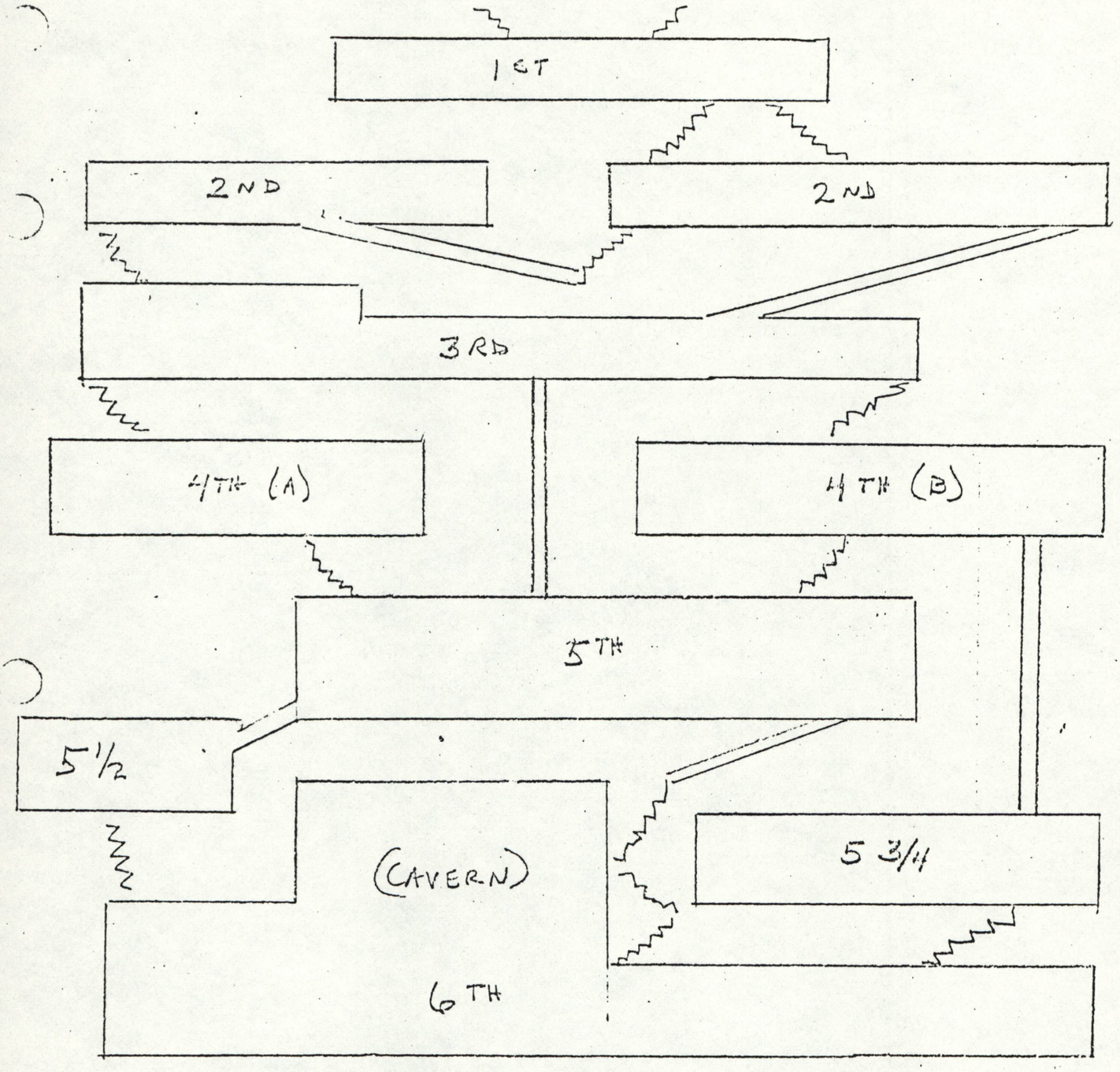
THE UNDERWORLD

Obviously, we have dealt with parts of the Underworld already. However it is time to discuss how it should be laid out. There is no absolute format, but rather a totally free-form construction which is in the hands of the referee.

Levels: There is no limit to the number of levels down a labyrinth can have, nor is there any restriction as to how large any given level can be. Consider "Greyhawk Castle" for example: It has over ten levels down (as it is still being played exact information cannot be given), and on some levels are items like an underground lake, a bowling alley for 30' giants, and enormous caverns filled with weirdly shaped and colored fungi. A sample of a labyrinth is given below in order to aid the referee in designing his own.

((Insert SAMPLE OF THE UNDERWORLD & a.))

SAMPLE CROSS SECTION OF LEVELS:



ETC.

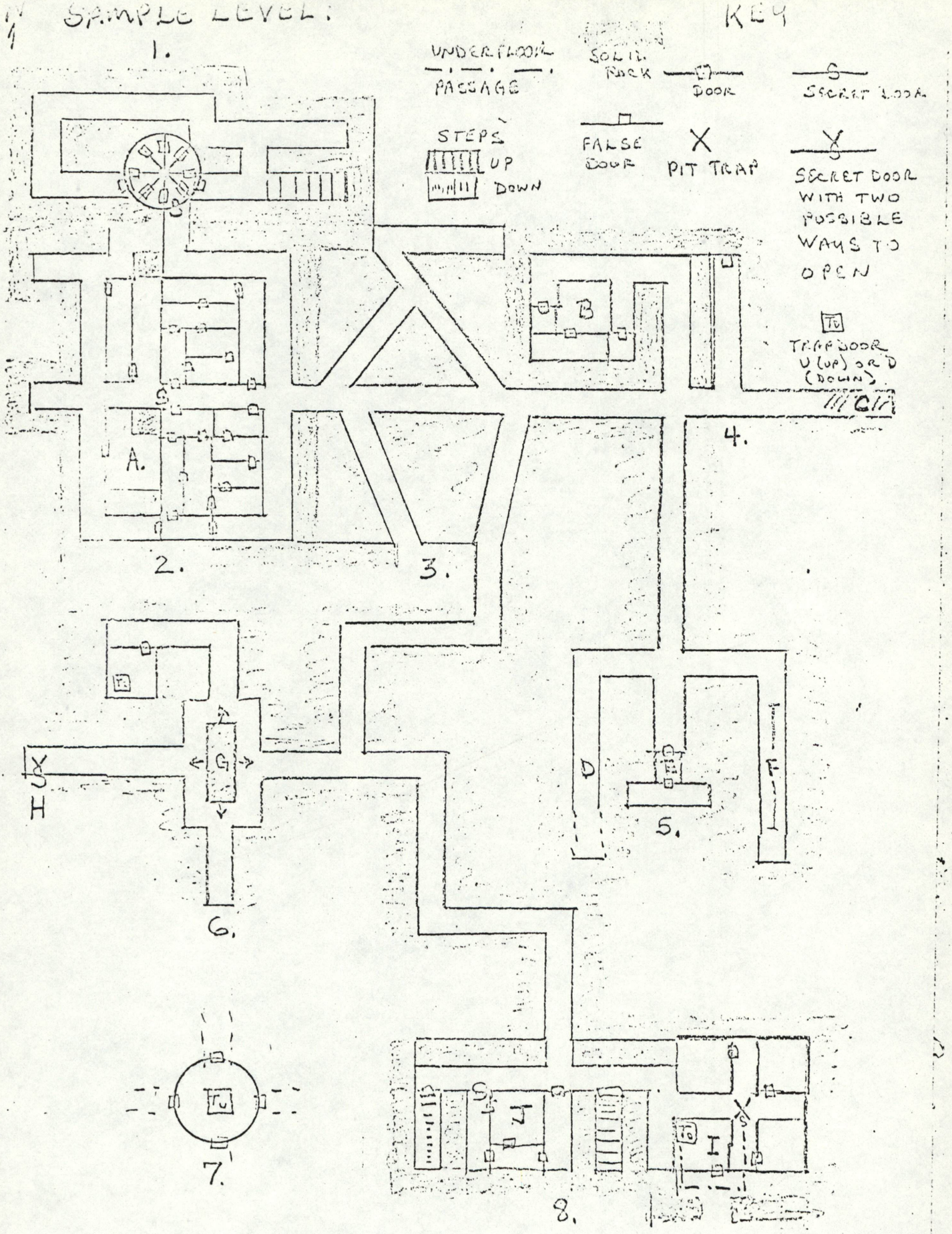
KEY:

STAIRS

SLANTING PASSAGE

CHUTE

SAMPLE LEVEL:



SAMPLE MAP OF UNDERWORLD LEVEL:

1. Note stairs down lead through blind passages and return to circular room with wedge-shaped divisions. Unless secret door is located this area will lead nowhere.
2. This is a simply room-layyrinth, generally leading nowhere, but "A." would be a room containing a monster and treasure, i.e. let us say "4 ogres with 2,000 G.P. and 1 magic potion."
3. This area simply illustrates the use of slanting passages to help prevent players from accurately mapping a level (exact deviation from cardinal points is quite difficult for them to ascertain).
4. No matter which way west players move they will end up turning into the lair of the monster "B.", let us suppose a basilisk. There is a false door in the second passage north. The tunnel to the ~~###~~ east contains a trap, a slide to a lower level which is disguised as a set of up stairs.
5. The combinations here are really vicious, and unless you're out to get your players it is not suggested for actual use. Passage south "C." is a slanting corridor which will take them at least one level deeper, and if the slope is gentle even dwarves won't recognize it. Room "E." is a transporter, two ways, to just about anywhere the referee likes, including the center of the earth or the moon. The passage south containing "F." is a one-way transporter, and the poor dupes will never realize it unless a very large party (over 50' in length) is entering it. (This is sure-fire fits for map makers among participants.)
6. Again, here are a couple of fun items to throw at players. "G." is a shifting section of wall, with a secret die roll to determine which way it will go: 1 = N., 2 = E., 3 = S., 4 = W., and 5 &6 it stays put! Such a section will possibly close one of the four corridores, possibly blocking access to/from the trap door

52B

located in the room 20' square located in the northwest. Point "H." is a two-way secret door. On a die roll of odd, let us suppose, it opens on a room to the west. Otherwise it opens on a passage south. The same trick can be used with staircases, having them go up or down at random.

7. This is the nexus for a modular section which will revolve at random periods. Although the passages north, south, etc. will always remain the same, the areas 10' or 20' beyond will be different at various times. Again, this will frustrate those setting out to map a level. All round rooms must not be nexuses. ~~However, the circular structure in example 1. could, with a bit of alteration be made into one, as could any room of any shape~~, providing the modules were properly designed so as to rotate around it.

8. Note the pit (X) at the four-way intersection containing a secret door on its south surface. A small tunnel will lead discoverers to the room containing monster"I.".a true troll or two perhaps.

The western portion contains the room of some evil man, complete with two secret doors for handy escape. There is also a flight of stairs leading down.

Other Tricks and Traps: The risk of death is one of the most stimulating parts of the game. Therefor it behooves the referee to include as many mystifying and dangerous tricks and traps as is consistant with a reasonable chance of survival (there is no question but what players could easily be killed by falling into a pit containing iron spikes tipped with poison). Here are a few simple items:

False stairs going up and down.

Steps down which lead to a slant passage up, so actually the player goes not to another level but stays on the same one.

Trap steps leading up a short ways, then down at least two levels, with passage back blocked by iron bars or the like.

Sinking rooms, including rooms which seem to sink while the doors remain fast for a period.

Illusion, mind control, and geas rooms

Whole sections which dead-end so as to trap players being persued by some monster.

Doors which open normally (1 or 2 on the die, of course) from one side but which resist (require three 1's and/or 2's simultaneously) from the other.

Maintaining Freshness: As monsters inhabiting the rooms and corridors of a level are killed off new ones can easily be keyed in by the referee, although not necessarily in the same rooms. "New construction" should always take place (for the referee does always have a handy eraser and pencil), and whole sections of a level can be made inviolate for a time by blocking passages and extending them in an opposite direction. If worst comes to worst, additional levels down can be made. All-in-all, with all of the devices and

tricks available, there is no reason why participants in your game should not continue to find mystification, enjoyment, excitement, and amusement when adventuring through the myriad passages of the Underworld...simply keep it spiced with plenty of imagination!

THE UPPER WORLD

Again, we have dealt at some length with adventures above ground already. However there are a few other points worth mentioning. Fluxes in the reality of the world will make many things uncertain. Riding over the terrain of the world surrounding the underground labyrinth will always be different. For example, there can be "gates" through which the players will enter into the primordial past, the world of Barsoom, Lankhmar, or a fantastical moon peopled by whatever creatures you desire. How about Pelucidar? Again, once in such places, how are the players to return? There must be a way somehow, but that is up to the referee to determine and the players to discover. (And who says space is airless in this world?)

In the Greyhawk game the world is somewhat like the real one, and players who are incautious can get transported thousands of miles away. Then, adventuring across a parallel world's India they might meet living gods with eight arms, learn the "rope trick", how to walk over beds of glowing coals, and so on. The mythology of each land can supply the referee with a basis for their surroundings.

Egg&it Finally, there is the natural rivalry among players themselves. When they attain the top rank of their various classes they must choose domains in which to build their castles and live. This

will result in warfare between players, and usually such battles will provide the most exciting table top play. Below is a list of costs ø/ for construction and special items connected with the maintainance of a castle:

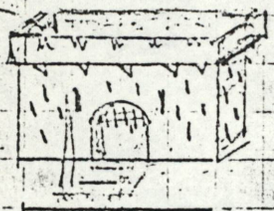
SPECIAL CONSTRUCTION AND EQUIPMENT/ COSTS:

((Insert page of castle parts))BSA

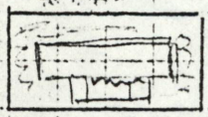
Ditch/Moat, 180' long, 20' wide, 10' deep:	2,000 GP
Earth Works, as above/:	1,000 GP
Pallisade, wood, 180' long:	1,500 GP
Wooden Building, 120' outer walls, etc., as per stone building:	500 GP
Light Catapult	250 GP
Heavy Catapult	400 GP
Cauldron & Oil (for boiling)	50 GP
Spy	400 GP/Mission
Assassin	1500 GP/Mission
Engineer	200 GP/Month
Alchemist	500 GP/ "
Armorer	50ØP / "
Smith	25 GP/ "
Administrator	100 GP/ " +10% profits
Slave Trainer	200 GP/ "
Animal Trainer (1 specialty)	100 GP/ "
Sage	500 GP/ "

CONSTRUCTION:

GATE HOUSE + GATE (3,000)
PORTCULLUS AND DRAW-BRIDGE (2,000)



9000

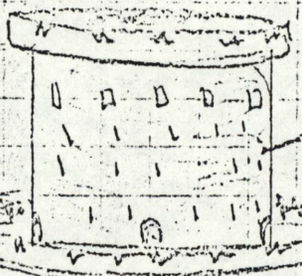


GATEHOUSE
4500

TOWERS:

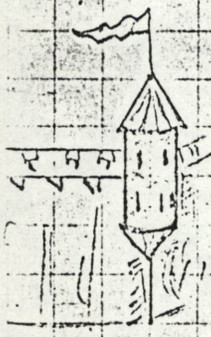
TO SHORTEN 10' −10%
TO ADD EACH 10' +20%

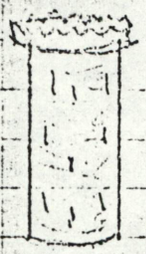
WOODEN DOOR	10	1
REINFORCED DOOR	20	3
IRON DOOR	50	7
STAIRS, 10' WOOD	30	4
STAIRS, 10' STONE	90	1'
SLIT OR WINDOW	10	1



30,000

42,000 + GATE(S)



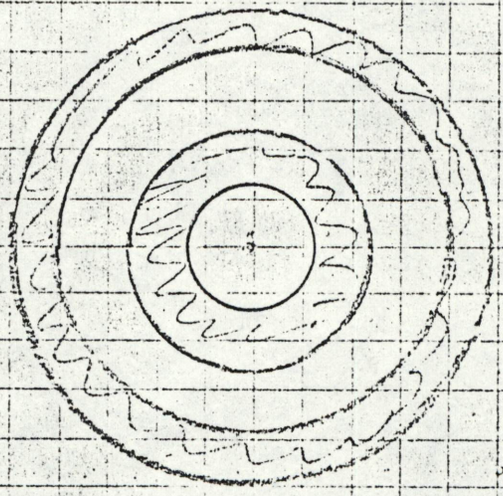


10'

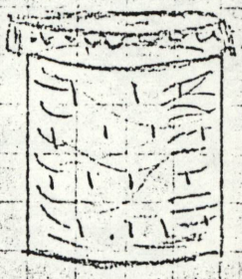
BARBETTE
1000

15'

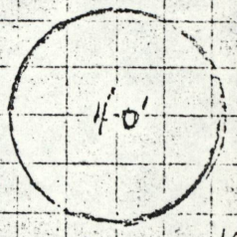
SMALL TOWER
4500



GREAT KEEP

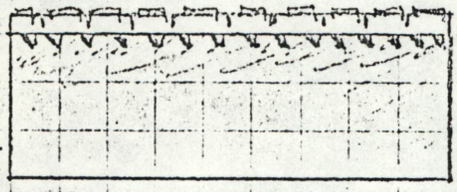


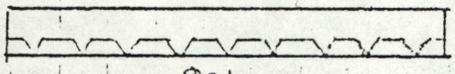
5'
40'
40'



4-0'

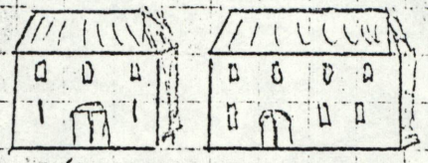
10,000



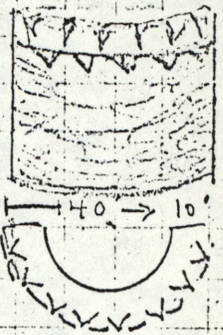


10'
90'

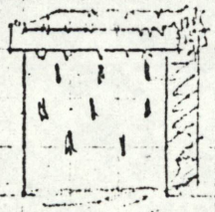
CURTAIN WALL 3,500



BASTION

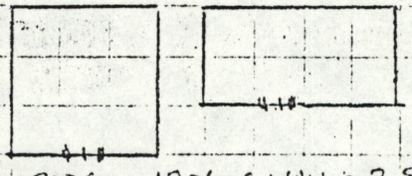


40 → 10'
300
60'

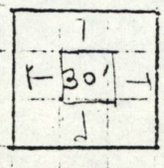


5'
30'

40,00
5000

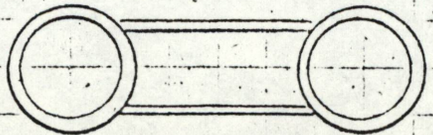


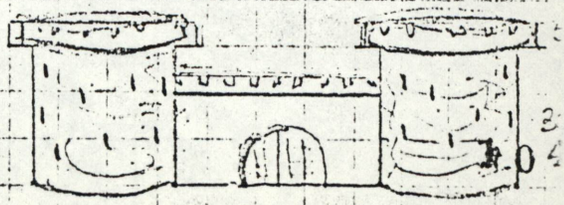
BLDG. = 120' OF WALL - 2 STORIES OF 10' EACH, 2 DOORS/FLO
2500 1 STAIRS UP TO 2ND + ATTIC STORIES + 1 TO CELLAR



30'

20





TOWERS
BARBICAN
30'
40'
30'

Ship Captain	200 GP/Month
Seaman	5 GP/ "
Hunter	25 GP/ "
Flying Animal Riders	50 GP/ "
Female Slave	100 - 600 GP Initial Cost
Male Slave	200 - 400 GP " "

BARONIES:

After players build their own strongholds and control a territory and population, they will have opportunity to attack eachother, improve their lands, and/or expand. It is suggested that the initial territory be about 20 miles by 30 miles, with seven hexes of the players territory equaling approximately 5 square miles or the area of one hex on the OUTDOOR SURVIVAL board. Areas of player control should have a random population of from 2 - 12 villages of from 100 - 600 inhabitants each. Players may then begin to invest capital in their holdings in order to improve them and bring in additional revenue. There are, of course, investment areas which are not related to the populace or the territory of a player.

Up to 10% of the population will take service as soldiery. In times of trouble an additional 25% of the population becomes militia

INVESTMENT AREAS:

Roads	Inns	Ship Building
Canals	Animal Breeding	Sea Trade
Housing	Armories	Land Trade
Fortification	Farming	Slave Dealing

Fishing	Education	Religion
Tourism	Exploration	Magical Research

ANGRY VILLAGERS:

Anyone who has seen a typical horror movie knows how dangerous angry villagers can be. Whenever the referee feels that players have committed some unforgivable outrage, he need merely involk the "Angry Villager Rule". These enraged citizens will move faster than any player, fight better, and have overwhealming numbers until such time as the player or players in question conform to the desired action.

MOVEMENT IN THE UPPER WORLD:

Basic speeds are to be modified by the terrain restrictions noted on the OS rules, with the exception of air movement and water movement:

TYPE:	No. of Hexes	TYPE:	No. of Hexes
Man on foot	3	Balrog	15
Wagon or cart	4	Dragon	24
Draft Horse	5	Griffon	30
Heavy Horse	6	Hippogriff	40
Medium Horse	8	Roc	48
Light Horse	10	Pegasus	48
Heavy Thoat	9	Flying Carpet	40
Light Thoat	11	Djinn, Efreet, Air Elemental	30
Merchant Ship	normal 20, swamp 5		
Galley	" 30, " 8		
	" 3 " 2		

Note: If flying, roll for 5 or six at the end of each day, if an encounter is rolled use only the matrix for flying creatures. If on water (ship, boat, raft) do the same for waterborne encounters.

Rest: All creatures must rest after six (6) days of continuous travel. Exception: In addition, dragons, after so traveling for three weeks in such a manner (considering rest days) must then rest an additional three weeks.

Slowed Movement: Parties over 100 (including pack animals) move at a 1 hex penalty. Parties over 1000 move at a 2 hex penalty. Parties at 5,000 or more move at a 3 hex penalty.

SPELL LIST AND EXPLAINATION:

Magic-Users Spells:

Level: 1	2	3	4	5
Detect Magic	Detect Invisible Objects	Fly	Polymorph Self	Teleport
Hold Portal	Levitate	Hold Person	Polymorph Others	Hold Monster
Read Magic or Languages	Phantasmal Forces	Dispell Magic	Curses / Remove	Conjure Elemental
Protection from Evil	Locate Object	Clairvoyance	Wall of Fire	Move Earth
Light	Invisibility	Clairaudience	Wall of Ice	Transmute Rock to Mud
Charm Person	Wizard Lock	Fire Ball	Confusion	Wall of Ston
	Detect Evil	Lightening Bolt	Charm Monster	Wall of Iron
	ESP	Protection from Evil: 10' r.		Animate Dead
	Continual Light	Invisibility: 10' r.		Magic Jar
*Raise Dead if above 11th Level				CONTACT HIGHER PLANE

Cleric Spells:

Level 1	2	3	4	5
Cure Light Wounds	Find Traps	Remove Curse	Neutralize Poison	Dispell Evil
Purify Food or Water	Protection from Evil	Cure Disease	Cure Serious Wounds	Raise Dead**
Detect Magic	Bless	Continual Light	Protection from Evil, 10' r.	Commune
Light	Hold Person	Locate Object		
Detect Evil				

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** Up to 7 days after death + 2 wks ADDITIONAL FOR EVERY

EXPLAINATION OF SPELLS:

Detect Magic: A spell to determine if there has been some enchantment laid on a person place or thing. This is useful in determining if some item discovered is magical, for example.

Hold Portal: A door or gate holding spell, something like a locking spell but not permanent and difficult to break while it lasts. Roll 2 dice for length and add 1 per level of Magic-User over the 1st level, i.e. a 2nd level Magic-User adds 1 to the total. Of course, a magical creature or a higher level Magic-User will either negate the spell (shatter the door as did the Balrog) or weaken it (deduct 1 from the total time it will last per level, i.e. a 1st level Magic-User trying to open the portal would deduct 1 from the length of the spell, an 11th level Magic-User would deduct 11).

Read Magic or Languages: Most items of magic as well as maps will be written in otherwise unintelligible language. In fact, to open a wand case, for example, it may be necessary to use such a spell. One spell will last only a short time and allow only one or two items to be examined.

Protection from Evil: This spell serves to hedge the user around with a magic circle to keep out attacks from conjured creatures. In addition, they serve as an armor from various evil attacks, adding +1 to saving throws and taking -1 from hit dice of evil opponents.

Light: A spell lasting for a number of turns equal to 6 = the

level of the Magic-User who uttered it. Otherwise it is like the spell in CHAINMAIL.

Charm Person: This spell applies to all two-legged, mammalian figures equal to or less than man-size, excluding all monsters in the "Undead" class but including, Sprites, Goblins, Orcs, etc. If the spell is successful it will make the charmed person completely under the influence of the Magic-User for a length of time equal to 6 + the level of the Magic-User.

Detect Invisible Objects: Self explanitory. Range 10 feet x the level of the Magic-User employing it. Spell length 12 turns.

Levitate: Self explanitory. Limited horizontal movement, but possible at a speed of 60 feet per turn. Spell length 12 turns.

Phantasmal Forces: The ability to creat the illusion of anything or anybody~~/-despite-the-terminology-which-seems-to-imply-only-the-illusion-of-forces.--Thus,-this-spell-will-give-the-impression~~ on the Men & Monster lists. They will dispell upon touching any living creature. This spell lasts up to 6 turns.

Locate Objects: The exact nature, dimensions, etc. of the object to be located must be known, and the desired object must be within the radius of the spell. Spell radius is 60' + 20'/level of Magic-User employing the spell.

Invisibility: Self explanitory.

Wizard Lock: A Portal Hold which lasts indefinately but can be

can be passed through by any Magic-User above the level of the one which placed the Wizard Lock on the portal (or chest or whatever) and passed through by any equal or lesser level Magic-User on a die roll of 10 + the difference in levels, if any, or better. Thus a Wizard Lock placed by a 7th level Magic-User would require a 12 or better to open by a 5th level Magic-User. Unless there is specific intent to dispell the Wizard Lock it will remain despite being opened when thereafter shut. Note that in this case a 20-sided die is used to pass through the Wizard Lock.

Detect Evil: This will detect evil thought or intent in any person or evilly enchanted object. Poison, for example, is neither good nor evil, however. Spell length 2 turns.

ESP: This allows the Magic-User to detect what lies behind doors, walls, etc. up to 60' away. Solid rock over 20' thick or lead plating will usually negate this ability, however. Spell lasts 6 turns.

Continual Light: Self-explanitory. In addition, once uttered the spell will continue until dispelled, despite the Magic-User doing other things, i.e. it burns around him like a giant halo.

Fly: Self-explanitory. Speed flying is 150' per turn. Spell lasts ~~6 turns~~ for the number of turns equal to the level of the Magic-User + the number of pips on one (6-sided) die secretly rolled.

Hold Person: Effects same types as a Charm Person spell, but it paralizes the person for the number of turns equal to the total of two dice + the Magic-Users level - the level of the person held.

Dispell Magic: The base for success on this spell is 10 or better ~~on a 20-sided die~~

on a 20-sided die. The level of the Magic-User casting the spell is then compared with the level of the Magic-User whose magic he is attempting to dispell, and the difference is either added or subtracted accordingly. Spell length is one turn.

Clairvoyance: Same as ESP except visualization.

Clairaudience: Same as ESP only hearing.

Fire Ball: As in CHAINMAIL, except that underground the fire ball will have a radius of 20', and in a confined space it will elongate proportionately.

Lightening Bolt: Same as in CHAINMAIL.

Protection from Evil, 10' Radius: See Protection from Evil spell.

Invisibility, 10' Radius: See Invisibility spell.

Polymorph Self: A spell allowing the user to take the shape of anything he desires, but he will not thereby acquire the combat abilities of the thing he resembles. However, he may turn himself into a Dragon for instance and fly away. Spell lasts 6 turns + level of of Magic-User employing it.

~~Reverse Spell~~
Polymorph Others: A lasting spell which turns others into any living creature desired. The ~~polymorph~~ effected creature then takes on all of the attributes of the creature he has been changed into. The spell must be removed (Dispell Magic) in order to negate its effects.

Remove Curse: A spell to remove any one curse or evil sending.

WALL of Fire: A spell lasting as long as the Magic-User concentrates on maintaining it. The wall of fire limits vision through it entirely. It will prevent creatures who ~~are~~/ have four of fewer "Hit Dice" from passing through. Other creatures who pass through will take damage equal to a die roll (1-6 points).

Wall of Ice: As with a wall of fire, except it will be solid and negate the effects of creatures which employ fire and/or fire spells. Other creatures may break through it as it were a wall of fire.

Confusion: This spell takes effect as follows: Roll a 12-sided die and from the total shown subtract the level of the Magic-User employing the spell. The remainder is the turn after being uttered that it will take effect (negative numbers or zero = immediate effect). Roll two dice/turn when it goes into effect, this being the number of creatures affected by it. These will act in a confused manner, wandering aimlessly about and attacking their own fellows. However, creatures above the 6th level or who have hit dice totalling seven or more will throw each turn to see if they can resist its effects. A score of 7 or better on 2 dice (6-sided) will mean that they resist that turn and are not effected.

Charm Monster: Same as Charm Person spell but applicable to all creatures. If animals involved, or creatures below 3rd level (or with fewer than 3 hit dice) throw 3 dice (6-sided) to see how many it effects.

Teleport: Instantaneous transportation from place to place,

regardless of the distance involved. Without ever having seen a place teleportation to it is 75% uncertain, so a score over 25 on 100% dice results in death. If the person teleporting has seen the place but not specifically studied the spot there is an uncertainty factor of 10' low (death) and 20% high (fall). If the result is high roll a die to see how many feet above ground level teleport takes place (100 - 600). If considerable study of a spot is made then the teleporter can transport with 95% accuracy--1% low (death) and 4% high (fall). If a high result roll a 4-sided die for hight above in 10's of feet.

Hold Monster: Same as Hold Person but applicable to other creatures as well.

Conjure Elemental: Same as in CHAINMAIL

Move Earth: When above ground the Magic-User can move prominences such as hills. The spell takes one turn to go into effect and will effect only one prominence. The earth will move at a rate of 60'/turn +/- the level of the Magic-User above/below the 11th level x 10'. Thus, a 13th level Magic-User would move a hill 60' + 2 x 10' or 80'.

Transmute Rock to Mud: This spell, like the one above, takes one turn to go into effect. It applies as well to normal earth or sand for that matter. It effects an area of ground up to 100 square feet in any shape desired. Any creature moving into the mud will be reduced to 10% of its normal movement, unless it can fly or levitate out. Getting out in such a manner requires 50% of movement to accomplish.

Wall of Stone: The creation of a wall of stone 2' thick and up to 100 square feet in length and height. The wall will last for up to 6 turns + 1 turn for every level the Magic-User who created it is above the 10th level. Once created the Magic-User may do other things

Wall of Iron: Same as Wall of Stone above, but the spell lasts for a base of 4 turns.

Animate Dead: The creation of animated skeletons or zombies. (If the Magic-User is above the 11th level he may attempt to actually revive the dead body. This requiresa double roll on the 100% dice. If the second roll exceeds the first, then the attempt fails, and the remains are atomized and never seen again.) For the number animated simply roll one (6-sided) die for every level above the 9th the Magic-User is. Thus a Wizard would roll two dice and animate that number of skeletons or zombies.

Magic Jar: By means of this device the Magic-User houses his life force in some inanimate object (even a rock) and possesses the body of any creature of his choice as long as it is within 100' of his Magic Jar. If the creature possessed is destroyed the life force of the Magic-User returns to the Magic Jar, and from thence it may return to the Magic-Users' body. However, if his body has been destroyed in the meantime, it must remain in the Magic Jar until another creature can be possessed or the Magic Jar is destroyed. In the latter event the Magic-User is anhilated. In order to possess persons above the 7th level they must fail to make their saving throw vs. magic.

Contact Higher Plane: This spell allows the Magic-User to seek advice from a higher plane (the referee). Of course, the higher the plane the greater and more accurate the advice. There is a 10% chance per plane above/that the 3rd the Magic-User will go insane from the strain of the attempt and be totally incapacitated for a number of weeks equal to the level of the plane he was attempting to contact. Attempting to contact higher planes more often than once per week (referee's option) will automatically cause such a breakdown, lasting from 1-6 days.

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(Cleric Spells)

Cure Light Wounds: During one full turn the spell will remove hits from a wounded man (including ELves and Dwarves). Roll a die and subtract the number of pips/+1 rolled from the hits he has taken.

Purify Food or Water: Self-explanitory. Quantity virtually unlimited.

Detect Magic: Same as Magic-User's spell.

Light: Same as Magic-User's spell.

Detect Evil: Same as Magic User's spell.

Find Traps: By means of this spell the Clericwill locate any mechanical or magical traps within a radius of 30'. The spell lasts byt one turn.

Spells Above the Usual:

Reincarnation: Already explained as Magic-Users raising of the dead.

Stone to Flesh: A permanent spell which is available to any Wizard who is above the 11th level. (This spell can be reversed.)

Invisable Stalker: A spell to conjure an extra-dimensional monster which can be controlled with merely a word and which will continue in his assignment regardless of time or distance. This spell must be recorded, and the only way to dispell the monster is for the creature to be destroyed in combat or have the record of the spell destroyed. Only 13th level Magic-Users can employ such a spell.

Protection from Evil: Same as Magic User's spell.

Bless: During any turn when men are not being attacked the Cleric can Bless them. This raises their morale by +1 and will add +1 to their attack dice. The spell lasts six turns.

Hold Person: Same as Magic-User's spell.

Remove Curses: Same as Magic User's spell.

Cure Disease: Self-explanitory. This is the only way to rid a person of a disease from a curse/, once the curse goes into effect.

Continual Light: Same as Magic-User's spell.

Locate Object: Same as Magic User's spell.

Neutralize Poison: Self-explanitory.

Cure Serious Wounds: This is the same as a Light Wound spell except that two dice are rolled, and to the total shown are added two additional spots. Therefor, up to 14, and never less than 4, hits will be removed from the person so treated.

Protection from Evil, 10' Radius: Same as Magic User's spell.

Dispell Evil: Similar to the Dispell Magic spell, this allows the cleric to dispell any evil sending or thing or spell within a 30' radius, and no die roll is required for it to function.

Raise the Dead: The Cleric simply points his finger and the dead person is brought back to life. However, such a person will then need two weeks to rest and recover before he will be normal.

Communa: Similar to contacting a Higher Plane. The Cleric may do this but once per week. Four times per year there is a special communing wherein he may expect to be able to ask more than one question and receive answers.

(Note: There are anti-Clerics, such as the Evil Priests and the Evil High Priests who correspond to the Curé and Patriarch respectively. Where applicable, they have spells which function the opposite of cleric spells. There is one important exception which is explained below.)

The Finger of Death: Any Patriarch can, in a matter of life or death, use his finger to send forth a "death ray", it will kill any creature not entitled to a saving throw. If this weapon is not used as above the Patriarch becomes evil, i.e. an Evil High Priest, and may then exercize this weapon at any time he so desires up to three times per day.

Clerics vs. Undead Monsters:

Clerics have a strong effect upon the undead. The matrix below shows the effect of the various levels of Clerics upon "Undead" types of monsters:

Monster Type;	Acolyte	Friar	Village Priest	Priest	Vicar	Curé	Abbé	Patriarch
Skeleton	7	T	T	D	D	D	D	D
Zombie	9	7	T	T	D	D	D	D
Ghoul	11	9	7	T	T	D	D	D
Wight	N	11	9	7	T	T	D	D
Wraith	N	N	11	9	7	T	T	D
Mummy	N	N	N	11	9	7	T	T
Spectre	N	N	N	N	11	9	7	T
Vampire	N	N	N	N	N	11	9	7

Numbers are the score to match or exceed in order to turn away.

T = Turned away (UP TO 2 DICE ((2-12))

D = Dispelled or dissolved

N = No effect

MAGIC ITEMS & MAPS

If treasure indicates that some form of magic is found use the table below to determine what kind of item it is.

Die 1-5: Magic Items	
Roll on 100% Dice	Item
01 - 15	Weapons
16 - 30	Armor
31 - 40	Misc. Weapons
41 - 60	Potions
61 - 80	Scrolls
81 - 90	Rings
91 - 95	Wands
96 - 00	Misc. Magic

Die 6-8: Maps	
Roll on 100% Dice	Item
01 - 60	Treasure Map
61 - 85	Magic
86 - 00	Magic & Treasure

Weapons	
01 - 60	Sword +1
61 - 65	Sword + 2 vs. Lycanthropes
66 - 70	Sword + 2 vs. Magic-Users or Enchanted Monsters
71 - 75	Sword + 3 vs. Trolls
76 - 80	Flaming Sword, +1 vs. All + 2 Vs Trolls +3 vs. Undead
81 - 85	Sword +1, with Three Wishes
86 - 90	Sword +2
91 - 95	Sword +1, but +3 vs. Dragons
96 - 99	Sword +3

Armor	
01 - 50	Shield +1
51 - 75	Armor +1
76 - 80	Armor & Shield +1
81 - 85	Armor +2
86 - 95	Shield +2
96 - 00	Shield +3

Misc. Weapons	
01 - 25	+1 Daggar vs. Man-Sized Opponents, +2 vs. Goblins/Kobolds
26 - 40	+2 Daggar vs. " " " , +3 vs. Orcs
41 - 50	10 Magic Arrows
51 - 55	1 - 20 Magic Arrows
56 - 60	Magic Bow
61 - 75	Magic Mace, +1
76 - 85	Magic War Hammer, +1
86 - 90	Magic War Hammer +2
91 - 92	Magic War Hammer, +3, 60' throwing range for return*
93 - 00	Cursed Sword, -2 vs. all Opponents

*Employable for Dwarves only.

Potions			
01 - 04	Growth	56 - 60	Animal Control
05 - 08	Diminuation	61 - 64	Undead Control
09 - 12	Giant Strength	65 - 68	Plant Control
13 - 16	Invisibility	69 - 72	Human Control
17 - 20	Gaseous Form	73 - 76	Giant Control
21 - 24	Polymorph	77 - 80	Dragon Control*
25 - 28	Speed	81 - 84	Poison**

29 - 32	Levitation	85 - 88	Invulnerability
33 - 36	Flying	89 - 92	Fire resistance
37 - 40	ESP	93 - 96	Treasure Finding
41 - 44	Healing	97 - 00	Heroism
45 - 48	Longevity		
49 - 52	Clairvoyance		
53 - 55	Clairaudience		

*Roll to determine type of dragon.

**Referee should name any potion, but give it a singular feature.

Scrolls			
01 - 20	Scroll of 1 Spell	61 - 75	Protection from Lycs.
21 - 35	Scroll of 2 Spells	76 - 80	Protection from Undead
36 - 45	Scroll of 3 Spells	81 - 90	Protection from Magic
46 - 50	Scroll of 7 Spells	91 - 00	Protection from Elementals
51 - 60	Scroll of 1 Curse*		

*The referee must take extreme measures to trick players into examination of such a scroll (perhaps having useful ones disappear if taken from the spot found unless they are read immediately). Secretely determine the type of curse the scroll contains (and there is no limitation upon them!). The Table of Curses below will be helpful:

Die Roll	Curse
1 or 2	Monster of 6th level, referee's choice
3 or 4	Disease, fatal in two weeks unless healed
5	Transportation 1000 miles, random direction
6	Transpobtation to another palnet

(If a copy of a curse scroll is made it will have double effect, but as soon as one is read the other will vaporize also. Spell radius should be about 5'.)

Rings	
01 -10	Invisibility
11 -20	Animal Control
21 -30	Human Control
31 -40	Weakness*
41 -50	Rrotection, Wearer
51 -60	Illusion, Wearer
61 -70	Three Wishes
71 -80	Fire Resistance
81 -85	Protection, 5' r.
86 -90	Water Walking
91 -95	X-ray Vision
96 -97	Spell Turning
98 -99	Telekenisis
00	Endless Wishes

*Makes wearer weak at the rate of 10%/day until a maximum of 50% is attained. The ring can not be removed without a spell to Remove Curses.

Wands**	
01 - 15	Metal Detection
16 - 25	Illusion
25 - 35	Enemy Detection
36 - 40	Magic Detection
41 - 45	Detection of Secret Doors and Traps
46 - 50	Wand of Fear
51 - 55	Wand of Cold
56 -60	Paralization
61 - 65	Fire Balls
66 - 70	Lightening Bolts
71 - 75	Polymorph
76 - 85	Staff of Healing
86 - 90	Snake Staff
91 - 95	Staff Commanding Animals and Plants
97 - 98	Staff of Striking
98 - 99	Staff of Power
00	Staff of Wizardry

**Whenever a wand or staff is discovered roll a second time to see if the item is booby-trapped to fire backwards -- 05% chance it is.

Miscellaneous Magical Items		
01 - 05		Crystal Ball
06 - 07		Crystal Ball with Clairaudience
08 -		Crystal Ball with ESP
09 - 14	≠	Medallion of ESP, 30' Range
15 - 19		Medallion of ESP, 90' Range
19 - 29	≠	Amulet of Protection from Evil High Priests
30		Medallion Controlling Air Elementals
31		Bracelet Controlling Water Elementals
32		Stone Controlling Earth Elementals
33		Gem Controlling Fire Elementals
34 - 38		Djinn Bottle
39 - 48		Elven Cloak & Boots
49 - 53		Boots of Speed
54 - 58		Boots of Levitation
59 - 63		Boots of Flying
64 - 68		Boots of Traveling
69 - 73		Helm of Reading Magic & Languages
74 - 78		Helm of Telepathy
79		Helm of Teleportation
80 - 89		Helm of Evil(Good)
90		Horn of Panic, 300' Range
91		Horn of Blasting, 100' Range
92 - 96		Gauntlets of Giant Power
97 - 00		Girdle of Giant Strength

Maps

Die:	Treasure	Die:	Magic
1	Silver: 2 Dice x 1,000	1-3	1 Item, Any Magic
2	Gold, 1 Die x 1,000	4-5	2 Items, Any Magic
3	1 + 2 Above	6	3 Items, No Swords
4	1 Above + Gems, 2 Dice	7	4 Items, No Swords, 1 Potion
5	2 Above + Gems, 2 Dice	8	5 Items, I Potion, 1 Scroll
6	3 Above + Gems, 2 Dice		
7	Gems, 6 Dice + Jewelry, 2 Dice		
8	2 x 3 Above + 7 Above		

Die:	Magic and Treasure
1	# 1 Treasure + #1 Magic
2	# 2 Treasure + #1 Magic
3	# 3 Treasure + #4 Magic
4	Map to # 7 Treasure + #6 Magic
5	#5 Treasure + #4 Magic
6	Map to #1 Treasure + #6 Magic
7	# 4 Treasure + Map to #8 Magic
8	# 4 Treasure + Map to #1 Magic

Guards:

All items of Magic, Treasure and combinations of same will be well guarded by monsters. It is suggested that the referee determine the guards by rolling on the encounter matrix for outdoor adventures, using his descretionary powers as to the results.

PART II: EXPLAINATIONS OF MEN, MAGICAL ITEMS, AND MONSTERS:
Including Saving Throw Matrix, Monster Attack Matrix, and Descriptions of Monster's.

Men: Here we speak of those who are participating in the game. As there is considerable complexity already, saving throws against all the various forms of attack will be standardized. This is easily understood by consulting the matrix below:

Class & Level	Poison	Death Ray or Paralization	Stone	Dragon Breath	Spells
Fighting Men: 1-3	12	13	14	15	16
Magic-Users: 1-6	13	14	13	15	15
Clerics: 1-4	11	12	14	16	15
Fighting Men: 4-7	10	11	12	13	14
Magic-Users: 7-9	11	12	11	13	12
Clerics: 5-7	9	10	12	14	13
Fighting Men: 8-11	7	8	10	9	10
Magic-Users: 10-12	8	9	8	10	9
Clerics: 8-+	6	7	9	11	9

Saving throws are with a 20-sided die. ~~See the various paragraphs following this in order to determine what the result of failing to make a saving throw is.~~ Failure to make a saving throw results in the weapon or whatever having full effect upon the individual. Making the saving throw either prevents the weapon from having any effect (as in being turned to stone by a Cockatrice or the Death Ray of the EMP) or one-half hits only are counted (various wands, fire balls, etc.)

MONSTER ATTACK MATRIX:

Number of Hit Dice	Base to Hit Plate & Shield	Chain & Shield	Leather & Shiel
up to 1	19	18	17
1 ⁄ 1	18	17	16
2-3	17	16	15
3-4	16	15	14
4	15	14	13
5	14	13	12
6	13	12	11
7	12	11	10
8	11	10	9
9+	10	9	8

The above table is subject to the modifications delineated in Defensive Capabilities. Hydras, for example will gain both in number of "chops" and in ability to hit with more heads.

EVALUATION OF MAGICAL ITEMS:

Swords, Armor and Miscellaneous Weaponry: The usages of these items are self-evident. However, it should be noted that Clerics cannot employ edged weapons. The plus given by the magic is a 5% increment in offensive or defensive capabilities. Cursed weaponry and armor will merely have a reverse effect/ Magic Bows simply fire normal arrows as if they were magical, and if a magical arrow is employed then the increase for chance to hit is +2.

+3 HAMMER: STRIKES AS GIANT VS. GIANT (2 DICE FOR DAMAGE).

Shields: There is generally a 50% chance of interposing the magic shield to ward off a blow, thus adding its defensive capabilities to the armor being worn. Shields will be ineffective against wide-burst weapons and the like (fire balls, lightening bolts, Dragon's breath).

POTIONS: All potions last a minimum of 6 turns plus the number rolled on 1 die. Most potions are self-explanitory, but some are detailed below.

Growth: Up to twice Giant-size can be attained from drinking the full potion.

Diminution: Size can be reduced to that of a mouse if the full potion is drunk.

Healing: Works the same as a Light Wound spell.

Longevity: Reduces 10 game-years from the age of the player using it.

Invulnerability: Adds +2 to defensive capabilities and Saving Throws. However, more than one dose of this potion per week will have a reverse effect.

Fire Resistance: Allows the person to walk through most fire unharmed. It gives +2 to saving throws from magical and dragon fire.

Treasure Finding: Allows location of treasure within 1 mile, with

a variation of from only 1 - 12 feet.

Heroism: This is a dual action potion. It both negates the necessity for morale throws and increases fighting ability to that of a hero.

SCROLLS: To determine which spells are on a a scroll simply roll one die (6-sided), with the number rolled corresponding to the level of the spell, counting a 6 as a 5. Only Magic-Users spells will be found on scrolls, and only Magic-Users may employ them. However, a 1st level Magic-User can use a 5th level spell with full effect. Normal level for a scroll spell is:

Level of Spell	Level of Effect
1	3
2	4
3	6
4	9
5	11

A scroll of Curses is an 11th level spell, and anyone attempting to read it will activate it.

RINGS: Most ring usages are self-evident. Only ~~two~~ four will be discussed:

Three Wishes: The wishes possible to fulfill should be reasonably limited. This requires great discretion on the referee's part. Typically, greedy players will request three more wishes when the first two are used; if this is tried we suggest you create an endless cycle of the player so asking moving backward in time to the

time when he made his first wish and so on. The only way he can then escape this cycle is to have a high-level Magic-User Dispell Magic, thus freeing him.

X-Ray Vision: Distance about 20'. Lead will prevent its operation.

Spell Turning: This applies to both Magical and Clerical spells including the Death Ray of Clerics. When in operation roll 100% dice; the number rolled is the percentage of the spell which is reflected back upon the spell-user. Note that this ring will not function against magical wands and the like but only against spoken spells.

Telekenisis: The wearer can move material objects at 30'/turn if he can see the object to be so moved. Weight limitations are equivilent to 100 GP weight x intelligence.

WANDS: All Wands will eventually run out of charges if they are the kind which fire some sort of ray or charge. Some of the wands are explained below:

Metal Detection: This wand points towards the largest collection of metal within about a 20' radius.

Staff of Healing: This staff contains a Light Wound spell, but in the hands of a Cleric can be applied to numerous different persons in the same day (but not the same person twice).

Staff of Striking: This Staff is a Clerical weapon which gives them double hit dice due to the energy within the staff. It does not, however, add to their probability of hitting.

Staff of Power: This staff has several abilities combined into one. It hits like a Staff of Striking, it adds +1 to hit probabilities, it can create light as a Continual Light Spell, it can levitate or move (telekenesis-type) objects up to 800 GP in weight, and it can throw both fire balls and lightening bolts.

Snake Staff: A Clerical weapon which adds +1 to hit probabilities and +1 when a hit is scored, i.e. a die roll of 1 when a hit is scored becomes 2, 2 becomes 3, etc. up to 6 which becomes 7.

Note: Wands are generally 6th level, staves are generally 8th level. Wands have a maximum potential of 200 charges (where applicable; for instance a Metal Detection wand will never cease to function). Staves have a maximum potential of 300 charges (where applicable; a Staff of Healing or a Snake Staff need not be recharged). Thus a hit from a wand can do either one-half potential damage if the saving throw is made (3 hit dice) or full damage if the saving throw is not made (6 hit dice). If they run out of charges they become totally useless, but they can be recharged. The latter is a matter best handled by the referee as to cost and time required to do so, and what level Magic-User or Cleric must do the job.

MISCELLANEOUS MAGICAL ITEMS:

Crystal Balls: Generally the operation of these devices will be

more difficult to accomplish with success over long distances, when the subject is not completely known, when spells are put up to prevent its use, when lead interposes itself between the seer and the subject, etc. Only about three attempts/day can be made under such conditions. It is usable only by Magical types (no Clerics).

Medallion of ESP: Usable by all classes, but allow a malfunction on a die roll of 6 if not used by a Magic-User.

Amulet of Protection from Evil High Priests: This charm will negate the effect of the Finger of Death.

Elemental Control Items: Usable by Magic-Users only, they allow the owner to conjure the appropriate elemental without a spell.

Djinn Bottle: Only the owner of the bottle is master of the Djinn. The capabilities of the Djinn are discussed later in the Men & Monsters paragraphs,

Elven Cloak & Boots: Wearing these items, a person moves both invisibly and silently.

Boots: The various boots are described below:

Speed--Allows the wearer to travel at the speed of a light horse for a full day. He must then rest for one day.

Levitation--As a levitation spell, but no time limit.

Flying--As a flying spell but no time limit

Traveling--Increases the speed of outdoor travel by 1 hex and make the wearer tireless.

Helm of Magic & Languages: Wearing this helm allows any class to read magical or foreign languages.

Helm of Telepathy: This allows the wearer to read the thoughts of any person or thing which is within 90'.

Helm of Teleportation: Any class with a Teleportation spell can use this helm to teleport without actually using the spell, but without a reserve spell he cannot teleport. Note that the person using the helm cannot teleport others or objects others than those about his person.

Helm of Evil (Good): The wearer of this helm reverser roles. It is not removable without a spell to Dispell Magic.

Horn of Panic: The sounding of this device will cause men and all fantasy figures who fail to mank their morale throw to flee in rout. Animals will automatically flee, so a horsed Lord, for example, who is within the 300' range will be carried from the scene on his routing horse.

Horn of Blasting: A horn which effects the walls of a castle as is struck by a bombard (see CHAINMAIL). Normal men in its path will also be struck dead. Fantasy figures will be deafened for one turn.

Gauntlets: Giant Power give double hits if the wearer strikes successfully.

Giant Strength allow the wearer to strike with the same

probability as a Giant, do double damage, and also to have the strength of a Giant in other areas.

EXPLAINATIONS OF MEN AND MONSTERS:

Men: (ADD +1 TO HIT DIE FOR # HITS CAN TAKE)

Bandits: Although Bandits are normal men, they will have leaders who are are high-level Fighting Men. For every 10 Bandits there is a 10% chance that there will be a Hero-type. For every 30 Bandits there will absolutely be 1 Hero-type who can be as high as the 6th level (die 1-3 = 5th level & die 4-6 = 6th level). For every 100 Bandits there will absolutely be one Superhero (die 5-6 = Lord). If there are over 200 Bandits there will be a 25% chance that there will be a Magic User or Evil High Priest (die 1 = Necromancer, die 2-5 Wizard, die 6 = EHP), and if there are 300 Bandits there is a 100% chance of the latter. The above also applies to BERSERKERS, BRIGANDS, BUCANEERS, NOMADS, ~~PIRATES~~ and PIRATES.

Berserkers: Berserkers are men mad with battle-lust. They never check morale and add +2 to hit dice.

Brigands: Brigands are are evil Bandits who have +1 morale.

Dervishes: Dervishes are fanatically religious Nomads who have +2 on hit dice and need never check morale. They will be led as per Bandits with the following exception: Any band of Dervishes will have a 50% chance of having a Magic-User leading them, as well as

the same opportunity for having an Evil High Priest leader (check for both probabilities). If there are over 100 Dervishes there is a 75% possibility of both, and if over 200 there is a 90% probability.

Pirates: Pirates are evil Buccaneers, otherwise the same as Brigands.

Caveman: Cavemen fight as 2nd level Fighting Men, morning star armed.

~~Cleric--See the ERB~~

Mermen: Mermen will fight as Berserkers in water, but on shipboard of land they will fight at -1. They are armed with tridents and darts.

Goblins & Kobolds: Same as in CHAINMAIL. To determine the number of hits they can take roll a die: 1-2 =1 hit, 3-4 = 2 hits, and 5-6 = 3 hits.

Orcs: The number of different tribes of Orcs can be as varied as desired. Once decided upon, simply generate a random number to see which Orcs have been encountered, remembering the mutual-hostility of the various tribes. When found in their lair it will be either a cave complex (die 1-4) or a village (die 5-6) protected by a ditch and palisade. All villages will be defended by 1 light catapult for every 50 Orcs. Villages will also have a 25% chance per 100 Orcs of having a Wizard (die 1-4) or Lord (die 5-6) leading them. Orcs in cave complexes will have a 50% chance per 100 of having either a Balrog (die 1-4) or a Dragon (die 5-6) as part of their defense. There is a 10% chance per 50 Orcs of having an Ogre or(die 1-4) or

Troll (die 5-6) among them. They will defend their lair until outnumbered 3-1 without morale checks. ~~Orcs will have from 4~~ If in the open there will be a 65% chance that they are escorting a wagon train ~~they~~ of from 2 - 12 wagons with 1,000 - 6,000 GP in each wagon. Wagon trains will be guarded by an additional 10 Orcs per wagon. Wagon trains will always be lead by either a Fighting Man (die 1-4 Superhero, 5-6 Lord) or Magic-User (die 1-2 Sorcerer, 3-4 Necromancer, 5-6 Wizard), 50% chance for either. (See CHAINMAIL for other characteristics).

Hobgoblins & Gnolls: Hobgoblins are large and fearless Goblins. Gnolls are a crossbreed of Gnomes and Trolls. Both types will have high morale; Hobgoblins +1 and Gnolls +2. If encountered outside of their lair they will have nothing save their normal loot with them. In their lair they will have type A treasure. For every 25 of either type there will be a 25% chance of an Ogre (Hobgoblins) or Troll (Gnolls).

Ogres: Ogres will always carry their gold with them, but their other treasure will only be found in their lair. (See CHAINMAIL)

Trolls: Trolls not found in their lair will carry no treasure. Despite what is said in CHAINMAIL, Trolls can regenerate during combat. Regeneration begins on the third turn of melee, and it proceeds at 3 points per turn thereafter. If not burned or immersed in acid, the troll will regenerate even if cut to pieces, and when back to 6 points they will resume combat.

Giants: Due to their size, Giants will do damage equal to twice

normal, so when they hit roll two dice. Giants carry their treasure with them (1,000 - 6,000 GP each). If they are encountered in their lair they may also have additional loot: Type E treasure, 50% chance. Giants always live in caves or caverns if they are stupid. They will live in castles only if above average intelligence (20%). If in a castle there will be from 3-16 Giants present, plus women and children (1 & 2 each for every male). Giants in a castle will have double treasure and possibly some other monsters to help guard the place (75% chance). If there are other guards, roll one die: 1 - 3 = Hydra of 7, 8, or 9 heads; 4 - 5 = Dragon, and 6 = 3 - 36 Bears (little watch dogs).

Skeletons & Zombies: Skeletons and Zombies act only under the instructions of their motivator (Magic-User or ((Evil))Cleric. They are usually found only around graveyards, forsaken places, and in dungeons. There is a possibility that somewhere near where they are found that some item of% value or entrance to some forbidden place is located (referee's option, random possibility 20%/40% respectivly).

Ghouls: Ghouls melee normally, are subject to missile fire, and only turn others into Ghould when they kill them.

Wights: (Barrow) Wights are nasty monsters who drain away life energy when they manage to score a hit. When they score a hit they drain one life level away, so that the hit figure loses both the hit die and corresponding energy to fight, i.e. a 9th level Fighting Man would drop to an 8th level. Wights cannot be hit by normal missile fire, but Magic Arrows will have double effect upon them.

and hits by magic weapons will score damage equal to the die roll plus the level of the weapon (+1, +2, etc.).

Wraiths: Wraiths are nothing more than tough Wights who are more mobile. Hits upon them must be made by fantasy figures only, and Magic weaponry will score additional points of damage according to the level of the weapon as with Wights except that Magic Arrows will only score normal hits.

Mummies: Mummies act much like Wights or Wraiths when hitting, except besides draining life energy they cause a rotting disease to set in. This withering of the flesh takes ten times as long as a normal wound to heal unless a Cleric is brought to Cure Disease. Persons killed by Mummies become Mummies themselves. (See the rule regarding Tanna Leaves.)

Spectres: Spectres are high-powered Wraiths (and Nazgul now fall into this class). Spectres drain two life energy levels away when they score a hit.

Vampires: These monsters are not properly of the Lycanthrope class. They must not be exposed to direct rays of sunlight, and during the daylight hours (above ground) they must remain in their coffins with some soil from their native grave to rest upon. Vapmires drain energy as Spectres. They can be permanently killed only by a wooden stake driven through the heart, by being drowned in running water, or burned. They regenerate during combat as do Trolls, but they begin to do so immediately. They can command wolves, bats, and rats. They can become gaseous in form. Vampires can also turn into a huge bat and fly. They charm any figure by looking into the eyes. Persons killed by

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Cockatrice: The Cockatrice is a less powerful variety of the Basilisk (see below) which will turn to stone any figure which it touches. Of course, most fantasy figures will have a Saving Throw to avoid being so turned to stone. The Cockatrice can fly.

Basilisk: A terrible, flightless variety of the Cockatrice, this monster turns victims to stone through either its glance or its touch. The usual Saving Throws are applicable.

Medusa: A human-type monster with a snakes lower body and hair of asps which turns to stone with a glance.

Gorgon: An iron-plated bullish monster with a poison breath (range 30').

Manticora: A huge, lion bodied monster with a man's face, horns, Dragon wings, and a tail full of iron spikes which it can shoot with the range and accuracy of a short bow.

Hydra: Unlike some mythological concepts, Hydra monsters have a dinosaur-like body with multiple heads. They are about the size of a rhino, and the heads are on long necks.

Chimera: The Chimera has a lion's body, three heads (lion, goat, and dragon), the rear quarters of a goat, Dragon wings, and it breathes fire (one-half normal Dragon-range).

Wyvern: A small, two-legged Dragon without the usual fearsome breath, but equipped with a poisonous sting in its tail.

Dragons: The various types of Dragons, and their breath-weapons are:

Die:	Dragon Type:	Breath:	Hit Dice	Chance of Talk.
1	White	Cold	5 - 7	30%
2	Black	Acid	6 - 8	40
3	Green	Chlorine Gas	7 - 9	50
4	Blue	Lightening	8 - 10	60
5	Red	Fire	9 - 11	70
6	Golden	Fire or Gas	10 - 12	80

Certain weapons will be more or less effective than others against the various dragon types:

Dragon Type:	Attack by: Water	Fire	Lightening	Air*	Earth*
White	-1	+1	--	--	-1
Black	+1	--	--	--	-1
Green	--	--	--	+1	--
Blue	-1	+1	-1	--	--
Red	+1	-1	+1	-1	-1
Golden	+1	--	--	--	--

If a Dragon is encountered in its lair there is a chance it will be asleep. Roll 100% dice, base 80% for White, and decreasing in probability to 55% for Golden. If the Dragon(s) is (are) asleep they can be suprised, and a free-chop gained.

Dragons will use their breath weapon on a two dice roll of 7 or better (with 6-sided dice)

Subduing Dragons: Determine the age of the monsters as follows: If a lone Dragon roll for sex, 50% male, 50% female; then roll for age (1 very young, 6 very old). There are three possible numbers

of hit dice for each Dragon type. Females will get either the 1st or 2ne, males the 2nd or 3rd. There will be a number of spots on the hit dice equal to the age, i.e. a very young female dragon will get either 5 or 6 hit dice if she is of the white variety, and she will count only 1 spot on each of those dice. A very old Golden male dragon will have 11 or 12 hit dice with 6 spots on each, thus being able to take from 66 to 72 hits.

Attackers must announce beforehand that they plan to subdue the Dragon(s). Hits scored upon the monster(s) are then counted towards subduing rather than killing. Each turn the number of hits is ratioed over the possible number of hits the Dragon(s) can take, and percentile dice are rolled. If the score is less than the ratio, the Dragon is subdued, but until subdued they will fight and immolate normally. For example: A very old Red male is attacked while asleep. The attackers score two hits for a total of 9 points and then check to see if the Dragon is subdued. As it can take 66 hits, 9 is ratioed over 66 (3/22) or roughly 14% Assuming that the score rolled on the percentile dice is above 14%, the Dragon will then fight (roll for a 7 or better to breathe its breath-weapon). If it immolates the attackers must roll for their Saving Throws. After a second round hits and possible hits are ratioed again, and so on.

If two Dragons are encountered they will be male and female of 4th 5th or 6th age catagory. If three or more Dragons are encountered they will constitute a family, with the 3rd and 4th, if applicable, being very young. If the young are attacked both parents will automatically attack with their breath weapons. If the female is attacked the male will attack at double value unless he is also attacked at the same time and vice versa.

Value: A Dragon will sell on the "open market" for 1,000 GP x the possible number of hits it can take. Of course, the owner(s) may seek to sell it to other players for whatever they can get.

Maturation: A very young Dragon will take 5 years to grow to a young Dragon (two spots per hit die). After five years more it will become a sub-adult (3 spots per hit die). After fifteen more years it will attain young adulthood (4 spots per hit die). Old Dragons are between 30 and 100 years of age. Very Old Dragons are over 100 years of age.

Balrog: Besides being as detailed in CHAINMAIL, Balrogs are also of a highly intelligent and magical nature. Therefor, there is a high probability that spells will not work against them (75% against at 11th level, +/- 5% upwards or downwards below/above this level). They can be subdued or enlisted into service. Value is that of a Dragon.

Lycanthropes: There are four kinds of Lycanthropes with varying Armor Class, Movement, and Hit Dice:

Type:	Armor Class	Movement	Hit Dice
Werewolf	5	15	4
Wereboar	4	12	4+1
Weretiger	3	12	5
Werebear	2	9	6

There are "families of Lycanthropes. A pack of under 5 will never be a family group; 5 to 7 will always represent a family group; over 7 Lycanthropes are more likely to be a pack (60%) than several family groups (40%). If a family group, 2/3 of the numbers will be young

of varying age -- one-half grown to nine-tenths grown. If young adult are attacked/females will fight at quadruple value for four turns then fight at half-value thereafter. If females are attacked and killed adult males will attack at double value thereafter until killed. If both parents are killed, young will be subdued if they are under three-quarters grown, otherwise they will fight until dead. People killed by were-types will become the same type of Lycanthropa.

Purple Worm: A giant, horrible, man-eater which has a gaping maw to engulf its prey and a poison sting in its tail. Any hit by it which scores 20% over the minimum required for a hit (or a 20 in any event) means the worm has swallowed its opponent. In six turns swallowed creatures will be dead. In twelve turns they will be totally digested and irrecoverable. Worms never check morale and will always attack.

Sea Monsters: Generally, these monsters are merely dressing to the show and guard no treasure. However, that is up to the referee. Hit dice can range anywhere, but from 10 - 20 is recommended. (SEE NAVAL SECTION)

Minotaurs: Man-eating beasts with the upper-half of a man growing from the lower part of bulls ala Centaurs. They do not check morale. They automatically attack and persue aslong as their prey is in sight.

Centaurs: Centaurs are fairly intelligent and are often (50%) armed with spears (count as lances when moving to attack) or clubs*. They will live in glens where treasure will always be found. In their home glen there will be double numbers of males, four times that number of females, and young equal to One-half the number of females.

* [illegible]

Unicorns: These horse-like creatures are extremely fierce if cornered or approached by other than a maiden (in the strictist sense of the term). When they do attack they fight double for the first turn (horn & hooves). Usually (75% of the time) they will seek to avoid. They can be ridden only by maidens.

Ents: See CHAINMAIL.

Nixies: These water sprites are neutral in nature, but they will always seek to lure humans beneath their waters to imprisdon them there for one year. To accomplish this they will use a charming spell every turn that thebe is anyone within 30' of their lair. Once charmed, the players are lured underwater and must remain there for the appointed time. They will be guarded by giant pike, but a flaming sword or similiar weapon will drive them off.

Pixies These correspond to the Sprites of CHAINMAIL.

Dryads: These tree sprites are part of their trees and will generally seek to evade any party. They are shy and non-violent, although they have the ability to use a very powerful charming spell against man-like figures. Naturally, they have an exact knowledge of the woods around them.

Pegasus: The winged horse is wild and difficult to capture. It is in other ways much the same as a normal horse. Pegasi can be trained for battle.

Hippogriff: The half-horse, half-griffon is a naturally fierce

creature which will attack intruders in its territory. The Hippogriff can be tamed, however, to serve as a steed.

Rocs: Other than the description in CHAINMAIL, a few additional ~~ØØ~~ points are worth considering. In the eastern part of Mythological-Earth Rocs grow to a size where the elephant becomes their natural prey. These giants are obviously about triple strength. They nest in the highest crags of mountains, and if you do find their nest there is a 50% chance that it will contain from 1-6 eggs or fledglings. Adults are hostile if their nest is threatened, but otherwise they are generally neutral (60%), with some hostile (20%) and some friendly (20%), although not too friendly. Roc chicks and flightless fledglings are valued at from 25 to 100 GP, depending on their size. Adults are valued at 10 GP x their Hit Point potential.

Griffon: The most prized steed of aerial warfare is the Griffon, for they are naturally warlike and tough. The chief drawback to their use is that they are the natural enemy of the horse, so they will not peacefully travel beside horses. In the~~ir~~ wild state, Griffons will attack anyone nearby with little provocation, particularly if their nest is nearby. Griffon nests are similar to those of Rocs, but there will be but 1-3 young therein, and value is thrice that of Rocs.

Gargoyle: The Gargoyle is a reptillian biped with horns, talons, and wings. They are generally hostile (75%), and will attack without provocation.

Invisible Stalker: A sending from a Wizard of the 12th level or

an appropriate scroll. They follow continually and will act as the spell orders. They will not cease until dispelled or destroyed. It requires a Wizard of the 12th level or above to dispell an Invisible Stalker.

Small Animals: The various small animals (relatively small, that is) and insects are a function of the referee's judgement. The optional classes should be agreed upon prior to the commencement of play.

Large Animals: As with Small Animals above. Hit dice should be a function of both size and ferocity.

Thoats: The Thoat is antagonistic to horses and so will neither travel with nor be stabled beside them. The two classes of Thoats are:

Light: Move as Light Horses, fight as Medium Horses skin equal to barding.

~~Medium---Mov~~

Heavy Thoat: Move as Medium Horse, fight as Heavy Horse, skin equal to barding.

Animal Loads (TO SECTION ON LOAD/MVT)

Type:	Light Horse*	Med. Horse**	Lt. Thoat***	Hv. Thoat ****	Zitidar*****
Weights	Lt. Man + 500 GP	Med. Man + 500 GP	Hv. Man + 1000 GP	Hv. Man + 3000 GP	20,000 GP

*Also Pegasus ** Also Hippogriff ***Also Hv. Horse, Draft Horse, & Roc. ****Also Griffon *****Also Large Elephants, Mastadons, etc.

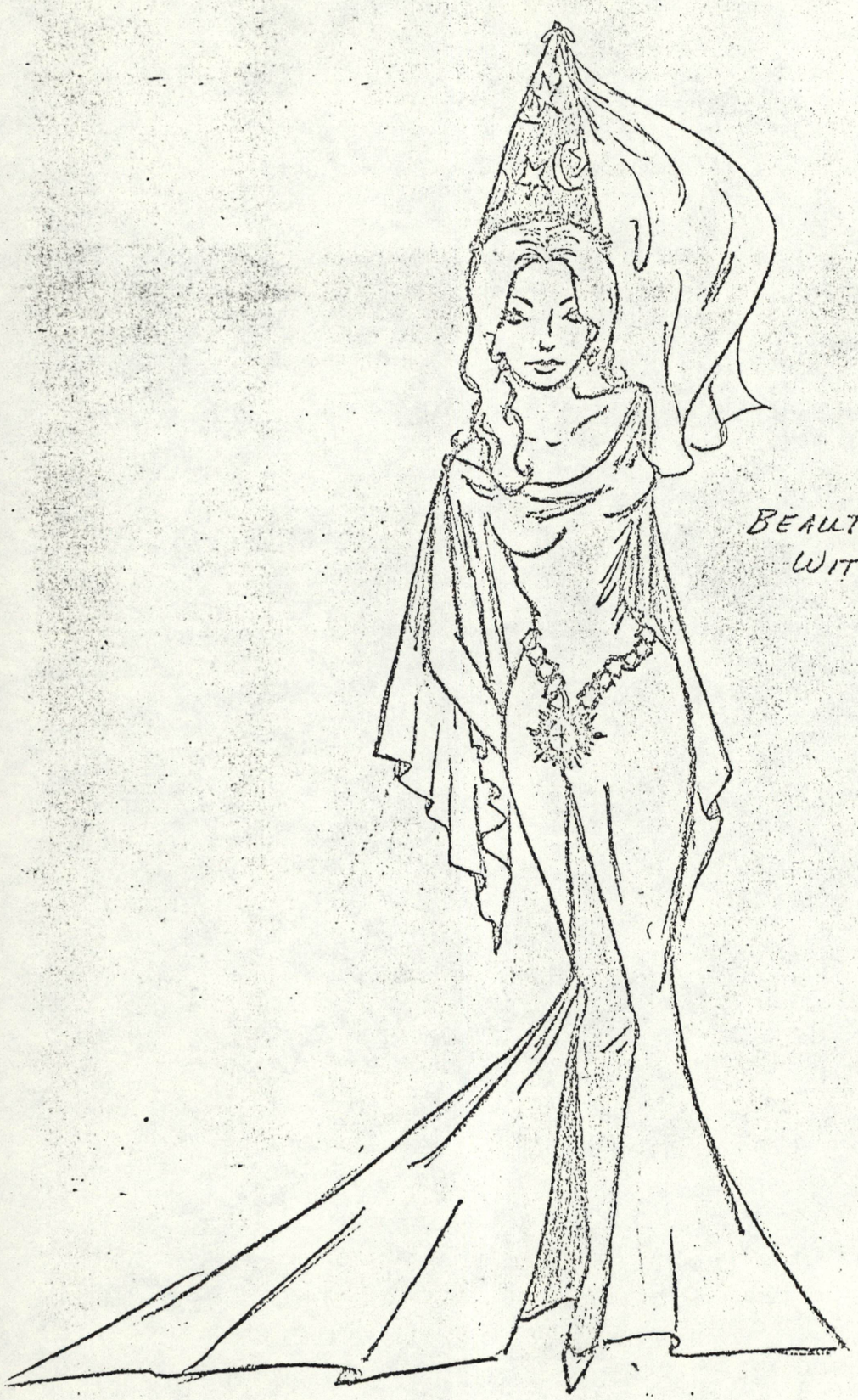
LANGUAGES: The common tongue spoken throughout the world is known by most humans. All other creatures and monsters which can speak have their own language, although some (50%) also know the common one. Law, Chaos and Neutrality also have common languages spoken by each respectively. One can attempt to communicate through the common tongue, any language particular to a creature class, or one of the divisional languages (law, etc.). While not understanding the language, creatures who speak a divisional tongue will recognize a hostile one and attack. Participants with an intelligence above 10 may learn additional languages, one language for every point above 10 intelligence factors. Thus, a man with an intelligence level of 15 could speak 7 languages, i.e. the common tongue, his divisional language, and 5 creature languages. Of course, Magic-Users or magic items will enable the speaking and understanding of languages.

Note: When playing on the table top convert feet to yards (inches). The opposite conversion should be made when transferring table top information to paper games(or similar usages).

Example ; 1" T.T. = 3 YDS

THE OPPOSING FORCES:

Law	Neutral	Chaos
Men	Men	Men
Hobbits	Nixies	Balrog
Patriarch	Pixies	Evil High Priest
Ents	Dryads	Goblins/Kobolds
Unicorns	Animals	Hobgoblins/Gnolls
Pegasi	Elves	Orcs
Hippogriffs	Rocs*	Ogres
Elves*	Lycanthropes*	Trolls
Rocs*	Dwarves/Gnomes*	Giants
Lycanthropes*	Orcs	Wights
Dwarves/Gnomes*	Ogres	Ghouls
Centaurs*	Giants	Wraiths
	Dragons	Mummies
	Wyverns	Spectres
	Centaurs*	Vampires
	Hydra	Medusae
	Purple Worm	Manticora
	Sea Monsters	Gargoyles
	Chimera	Minotaurs
		Gorgons
		Dragons
		Lycanthropes



BEAUTIFUL WITCH.

GARY - I'D LIKE TO TRY THIS ONE OVER - NEED MORE TIME TO SKETCH AND PERFECT - !

HELP!

UGLY WITCH.

WARRIOR.

EXHIBIT "A"

Dear Dave,

I'm working on Lowry, and I think TSR is near to acquiring D&DTS, CMAL & TACTICS! Keep this to yourself, please. Also, AH is sending a contract for MEX in a day or two - things is looking up! Now then, the orders for D&D are beginning to dribble in too, and methinks the lump is just about past for ol' TSR's future. Sorry those flyers came postage due (makes up for some of the stuff I have received from you...), but every flyer you pass out could mean more royalty dollars. Remember, every retail sale we make is $1.00 to you. Put a flyer in all letters, right?

Can't imagine what Mike is doing with his dungeon, but I'll find out when he comes home.

Your rotating room is cute! (Did I show you my level which rotated? Only the four cardinal points, but it drove them rather nuts.) Here are a few which you might like. By the way, remember to keep notes of all new tricks, traps, monsters, treasure, etc. I'll trick out a whole draft + send you a copy soon

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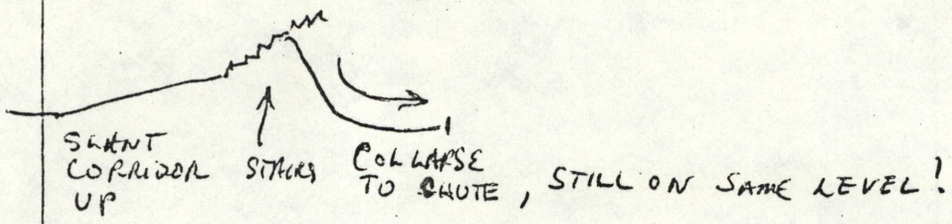
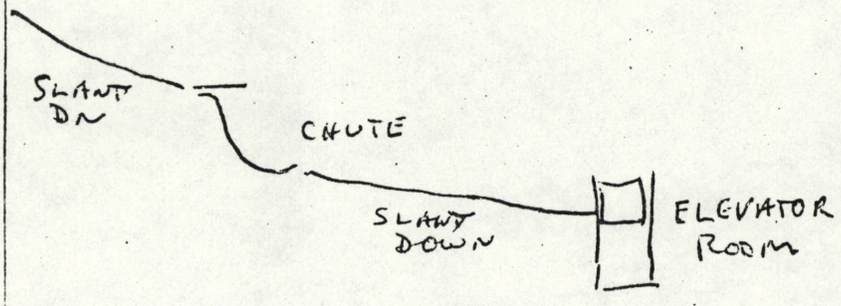
7-18-79 aaw





SINKING STEPS WHICH ARE ABOUT TWICE AS DEEP AS SEEMED

1-WAY DOORS ARE <u>MOST</u> USEFUL

- JAP OGRE CAN FLY, POLY-SELF + REGENERATE!
- OWL-BEAR – 5 DICE & HUG = 2 DICE DAMAGE
- DRUID - CROSS BETWEEN CLERIC + M-USER

- Mg. ARROWS WHICH SLAY A SPECIFIC CREATURE WITH 1 HIT
- ROPE OF ENTANGLEMENT
- PORTABLE HOLE
- HORSE SHOES OF SPEED
- SWORD OF SHARPNESS WHICH CUTS OFF ARM, LEG OR HEAD WITH HIT.

27 December 1973

Dear Dave,

Well, all three fantasy booklets are done on my end of things, and the printer is readying them for production. However, the cover art isn't in from Bell, and we cannot roll without same, so we will undoubtedly be a little bit later in release and in advertising the deal. However (again that word), we have the dice ordered ($1.75/set of singles), and when we advertise the complete Scruby line of miniatures to go with them it should be a fairly attractive ad. It looks like we will do a set of Nappy rules quickly also, so that will give TSR three offerings and that much more appeal per ad.

I had to alter both the air and sea rules considerably, Dave, in order to make them homogeneous with the balance of the old rules. How about that! Dave, let's kind of keep that old stuff in mind when we're doing a set of rules, huh? We do want a set of rules that has internal harmony, nowm don't we. It isn't nice to design totally different rules for aspects of the same game, is it? NO!

All AH testing is done locally now, so what I would suggest is that you get your chaps to thoroughly test it out there. If you get a playable model to them, with all the bugs scared out, and looking pretty nice, I think that you'll be well along. If you like I'll inform AH of the game and when they could expect to be able to look at a polished version. Advise and inform.

I'm not certain which rules we'll do next. But I want you to tell John that the space rules look pretty good! How about a polished draft, double spaced and relatively errorless? We could perhaps offer it after the fantasy rules! Here are a few thoughts for the rules: (See seperate note sheet)

Mail came -- some fair illustrations there so will get on the fantasy set after these letters are answered.

Say, once D&D is out it will be time for you to drag out all those B'moor yarns and resubmit them to various 'zines. You could perhaps then include the "Blackmoor's More Infamous Characters" bit in the introductory one. And speaking of articles, do you want me to correct all of those HORRIBLE errors in "Medieval Armies from the Year 500 to the Year 1550 B.C. (sic. --you mean A.D., of course)? If you like I will do an introductory paragraph and a closing one, revise the compositions to more closely correspond to Oman etal, type a double-spaced draft, send one copy to you for review, and if all is okay submit it under our names. Advise, please.

Corey quit wargaming, and gas is too short, so we'll be a while in getting to see you up there (damn! thet's the rub in having no automobile).

Best personal regards to you and all,

Gary

DEFT's EXH 15
7-18 79 acw

UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

FOURTH DIVISION

David L. Arneson, Plaintiff,	:	
-vs-	:	4-79 Civil 109
Gary Gygax and TSR Hobbies, Inc., a corporation, Defendants.	:	

HEMLOCK
CRAGABLE
COTTON CONTENT

MAGISTRATE COURT PROCEEDINGS

May 7, 1980
Minneapolis, Minnesota

TRANSCRIPT OF PROCEEDINGS

EDITH M. KITTO
ASSOCIATED REPORTERS

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Robert E. Hess, Clerk
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Deputy

II-30

The above-entitled matter came on for hearing before the Honorable Floyd E. Boline, one of the Magistrates of the above Court, in the United States Court House, Minneapolis, Minnesota, on Wednesday, the 7th day of May, 1980, commencing at 9:30 o'clock a.m.

The following is a partial transcription of a cassette recording taken at the proceedings.

APPEARANCES:

On behalf of the Plaintiff
Maher J. Weinstein, Esq.

On behalf of the Defendant
Marvin Jacobson, Esq.

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PROCEEDINGS

THE COURT: This morning is for a motion to amend the complaint and also to set a pretrial conference, is that correct?

MR. WEINSTEIN: That's correct.

THE COURT: The motion is being recorded, so why don't you both state your names for the record.

MR. WEINSTEIN: I'm Maher Weinstein, Your Honor, on behalf of the plaintiff and moving party.

MR. JACOBSON: I'm Marvin Jacobson on behalf of the defendant. I'm the local counsel.

THE COURT: All right. Do you want to proceed,

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HEMLOCK

Mr. Weinstein?

MR. WEINSTEIN: Thank you, Your Honor. My motion is simply to amend the complaint. I frankly expected a stipulation to the complaint to be amended.

I did not file a memorandum with my motion. I did cite authority on the notice of motion that it's made on the authority of Rule 15.01 to amend the complaint. By way of excusing myself for not filing a memorandum, it's been my experience that most motions of amending a complaint before the close of discovery are handled by stipulation, and I rather expected this to be.

The purpose for the amendment is to amend to claim additional causes of action which have become apparent as a result of the discovery which has occurred prior to this time. Both parties have exchanged documents. Both parties have exchanged a set of Interrogatories and Answers, and three depositions have been taken of principals in the case. The purpose of the amendment is to claim additional causes of action which have become apparent to us through research and through the discovery procedure.

The purpose of my motion to set a pretrial conference is merely to get this case on some kind of a schedule. By way of background, Your Honor, this case initially came into court before Judge Devitt on a motion

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ERASABLE COTTON CONTENT

to dismiss for want of jurisdiction after it had been removed from the State Court.

Orally, Judge Devitt asked us, "How much time do you need for discovery?" We said we probably needed about six months. I had rather expected Judge Devitt to make that part of his initial order. He did not do that. There was a motion to - (Inaudible) - the defendants for reconsideration, and I asked him again in ruling on the motion to reconsider jurisdiction to put in a time limit, and he did not do so.

I'm feeling that this case is just kind of floating along, and I'm asking for a pretrial conference to set some dates for termination of discovery, for a final pretrial conference, and ultimately for a trial. I might add that at least at this stage it appears highly unlikely that the case will settle, and we will have a trial.

THE COURT: Well, I'll hear from Mr. Jacobson first.

MR. JACOBSON: Well, our position is pretty well set forth in the memorandum that was submitted by Attorney Gear. The main thing that we're concerned with is that there are certain rules that require a memorandum to accompany a motion of any amendment, and we just don't know the reason and counsel just hasn't given us any reason for the motion or for the amendment to the complaint.

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The local rules, of course, require it, and Judge Murphy's standing order requires a memorandum accompanying motions.

But, specifically, getting into the substance of it, there are a couple of instances -- and that's just based on brief review of the proposed amendment -- of instances where matters that we thought have been resolved now appear to be not resolved. These are, again, set forth in the memorandum. They relate on page three of - (Inaudible) - four items which he thought have been resolved by correspondence, communication. Now he's not sure.

For example, in this case, in this instance, if this matter is still resolved, we would like to at least have the attorneys enter into a stipulation that the amendment doesn't change that matter.

Unquestionably, adding four or five causes of action is going to increase or extend discovery. On the one hand, there's the comment that we want a pretrial conference in order to get this thing out on the road and get it terminated. On the other hand, adding these causes of action are definitely going to extend discovery and stretch it out.

So we would prefer that counsel present the memorandum so that we know why he wants this changed. Then perhaps we can work it out. If not, then perhaps at that time the Court can rule on whether or not the amendment

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should be granted based upon the reasons that are set forth. If we can't have that, we should at least be entitled to a stipulation that any matters previously resolved remain resolved even though the complaint is amended.

And, thirdly, we'd like the condition that any matter that requires additional discovery that could have been handled by the previous depositions, for example, that arise by virtue of the amendment to the complaint, that any cost in connection with it be assessed - (Inaudible).

With respect to the pretrial conference, we have no objection to the July 2nd date. The only request would be --

MR. WEINSTEIN: I asked to set a date.

MR. JACOBSON: I have a note here.

MR. WEINSTEIN: Maybe he wants to have it on July 2nd. I'd like to have it substantially before that.

MR. JACOBSON: It seems to me that we have to wait. If the complaint is going to be amended by adding five counts, it seems to me that the parties are going to be hard put to determine how much more discovery they have until they do preliminary discovery in relation to these additional counts.

It's already May 7th. July 2nd is two months away. We can do a lot of additional discovery during that time. Now, I'm not saying that that's the date that should

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be absolutely required. The only thing I'm saying is whatever date it is, could we have the time set fairly late in the morning so that principal counsel comes from Milwaukee, and they can catch a flight and get in here without having to come and stay overnight?

THE COURT: I generally set pretrial conferences in the afternoon, so that would give him time to fly in.

MR. JACOBSON: We appreciate that.

THE COURT: Mr. Weinstein, what about the four items Mr. Jacobson mentioned that he thought would be resolved? Will they be resurrected again under the amended complaint?

MR. WEINSTEIN: They will not be, Your Honor. I wrote a letter -- it's over in my file -- it was an agreement with counsel that there were four items which discovery shows unquestionably were the subject of a separate agreement, those four supplements to the primary work.

With regard to those, the parties agreed that my client, Arneson, was giving up his rights to those in exchange for stock in TSR Hobbies, Inc. There was a written agreement. I told counsel that appears to be true, and we do not claim with regard to those four supplements and will make no claim unless we amend -- and this is almost a quote -- unless we amend our pleadings

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specifically to include them.

I've told Mr. Jacobson's counterpart in Milwaukee on the telephone when I first sent this motion to him that I have not amended specifically to include those in the complaint, because we've agreed that evidence hasn't changed any, and we don't have a right to those four supplements.

We have experienced delay after delay after delay. Today's motion is a result of my agreeing to a week's delay before this motion could be heard to accommodate counsel in Milwaukee who said he couldn't be here until today. So I said, "Fine, we'll have it" -- and I checked with your secretary -- "we'll have it a week later."

We granted several extensions of time in which to answer at the beginning of this case. No answer came in, and instead it was removed, and instead we got a jurisdictional motion to which the defendant lost the move for reconsideration on. We had that reconsideration. Finally, they got an answer.

We had discovery in this case last summer and last fall. It's just a constant pattern of delaying the case.

Now, I certainly agree that by reason of my own amendments, some of the period of this litigation is going to be extended. But I don't think that it ought to extend

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ad infinitum. And that's why I want to have the parties sitting down before Your Honor and set up a schedule for the litigation of this case.

As to the question of whether I complied with the rule in filing a memorandum, I would have been in complete compliance with the rule, Your Honor, if I had eliminated the last paragraph of my notice of motion and said, "I'm making this motion on the authority of Rule 15.01, which says that amendments ought to be - (Inaudible)."

It's a formal requirement. I do apologize for not meeting it. Frankly, I didn't see any necessity for it until it was too late to follow the rule and give everybody 14 days' service of my memorandum. So I just frankly skipped it.

THE COURT: If the amendment is granted, what's your estimate on additional discovery time that will be necessary?

MR. WEINSTEIN: I would think that we could complete an additional set of interrogatories either way within 45 days. We could take depositions within another 30 days. And I would like to see discovery tied up in a matter of 90 days. If the Court says we ought to take four months or five months, fine, I don't care.

(The conclusion of the cassette recording of the proceedings were inaudible.)

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REPORTER'S CERTIFICATE

I hereby certify that the foregoing is a true and partial transcript of a cassette recording taken on the date indicated.

Edith M. Kitto

Edith M. Kitto, RPR

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UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

FOURTH DIVISION

David L. Arneson, Plaintiff,	)	
vs.	)	Civil No. 4-79-109
Gary Gygax and TSR Hobbies, Inc., a corporation, Defendants.	)	

DEPOSITION OF DAVID L. ARNESON, taken at the law offices of Moss, Flaherty, Clarkson & Fletcher, 2350 IDS Center, Minneapolis, Minnesota on the 18th day of September, 1980, commencing at approximately 9:20 o'clock a.m., before James A. Woitalla, a Notary Public in and for the County of Hennepin, State of Minnesota, taken pursuant to Agreement of Counsel.

APPEARANCES:

MAHER WEINSTEIN, Esq., and MICHAEL HIRSCH, Esq., of the firm of Moss, Flaherty, Clarkson & Fletcher, 2350 IDS Center, Minneapolis, Minnesota, appearing in behalf of the Plaintiff; and,

PAUL PUERNER, Esq., and JOHN BEARD, Esq., of the firm of Michael, Best & Friedrich, 250 East Wisconsin Avenue, Milwaukee, Wisconsin, appearing in behalf of

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Filed NOV 28 1980
Robert E. Hess, Clerk
By _____ Deputy

the Defendant.

* * *

DAVID ARNESON,

was called as a witness and, being first duly sworn, was examined and testified as follows:

MR. PUERNER: I would like to state on the record that this is the second deposition of Mr. Arneson taken in the same action, the first one having been taken July 18, 1979.

I'd like to pick up a few loose ends from the prior deposition, Mr. Arneson, the questions that I should have asked and I didn't ask.

EXAMINATION

BY MR. PUERNER:

Q Going back to your college education, as I understand it, you went to the University of Minnesota?

A Correct.

Q And you said you finished in 1971; does that mean you graduated?

A Yes.

Q Going back to the time that you spent as an employee of TSR, as I understand it you were with TSR about ten months; is that correct?

A Yes.

Q What was your salary at TSR?

A I believe my salary was $125 a week.
Q And why did you leave TSR?
A I was fired.
Q Were any reasons given to you for the firing?
A Yes.
Q What were they?
A The reason that came to light was that I had failed to sign a contract that was required of me according to TSR.
Q Would you explain what this contract was all about?
A The contract consisted of an agreement that while I was employed by TSR all game designs which I did would be the property of TSR and not subject to any royalty claims by myself.
Q And you refused to sign that contract and you were fired; was that the situation?
A Correct.
Q You don't happen to have a copy of the contract that was offered to you; do you?
A Can I ask my attorney something?
Q Certainly.

MR. HIRSCH: Anything that he has on that has been produced.

BY MR. PUERNER, (Continuing)

Q You told me something about one of your early projects

called "Don't Give Up The Ship" which I said was published back in 1972; is that correct?

A Yes, I believe that's the correct date.

Q And you were one of the three authors of that work?

A Correct.

Q Could you describe to me what is "Don't Give Up The Ship"?

A "Don't Give Up The Ship" is a set of miniature rules for sailing ships which will allow the players to refight battles in what was considered the great age of sail from 1792 to 1815.

Q Would this be what you call a war game?

A This would be what is referred to in the classic terms as a war game.

Q And that was published. How many copies were sold; do you have any idea?

A I'm afraid I have no idea how many, what number has been sold.

Q Is it still being sold?

A To my knowledge TSR is still selling copies of "Don't Give Up The Ship."

Q Were you compensated for your co-authorship of "Don't Give Up The Ship"?

A When Don Lowry published "Don't Give Up The Ship," we were paid royalties from him. After TSR assumed

publication responsibility for "Don't Give Up The Ship" we were paid royalties for a short space of time, and then an additional arrangement was made then between myself and TSR for stock instead of royalties.

Q Okay. Let's take the period during which you were paid royalties. What was the percentage, how were the royalties computed?

A The royalty arrangement, as I recall it, was ten percent of cover divided among the three principal authors.

Q Did you have a written agreement for these royalties that were paid?

A I believe there was a written agreement.

Q Do you still have a copy of that?

A ~~No, I do not.~~ A copy was provided to my attorneys. JW

Q All right. At some point -- well, tell me as best you can remember the period during which you were paid royalties as opposed to before you got the stock?

A Well, what would you like to know about that period?

Q The period of time, when did it occur?

A Royalties extended from about 1972 until ~~mid 1974~~ 1973.

Q And I understand then at mid 1974 you made some kind of an arrangement for payment of stock?

A In ~~mid 1974~~ 1973 Don Lowry quit paying us royalties.

Q I see. Well, what happened in mid 1974 other than that?

A The subsequent purchase of "Don't Give Up The Ship" by

TSR Hobbies occurred early in 1975, and we were, as I stated earlier, paid royalties based on ten percent of cover until early in 1976 by TSR Hobbies.

Q Now, when TSR took over publication rights, did you enter into another agreement at that time?

A Yes, there was an agreement entered into.

Q Do you have a copy of that?

A I believe there is one.

Q Do you have it here?

MR. HIRSCH: To the best of my knowledge hasn't that been produced?

MR. BEARD: I'm not certain if we have a copy or not.

MR. HIRSCH: I could check.

MR. PUERNER: If you would.

MR. WEINSTEIN: Which agreement is this? I'm sorry.

MR. PUERNER: Well, as I understand it -- well, there was an agreement between the authors and Mr. Lowry, to begin with.

THE WITNESS: Correct.

MR. PUERNER: And there was a subsequent agreement between the authors and TSR.

THE WITNESS: Correct.

MR. PUERNER: And that is the second

agreement, the one I'm asking for.

MR. WEINSTEIN: Okay. And that relates to royalty payments?

THE WITNESS: Correct.

MR. WEINSTEIN: On "Don't Give Up The Ship"?

MR. PUERNER: All right.

BY MR. PUERNER, (Continuing)

Q Would you continue on. You say in 1975 something happened; what happened?

A Okay. In the early spring of 1976 --

Q (Interposing) '76. I see.

A We entered into a separate agreement, the three authors, with TSR concerning compensation on "Don't Give Up The Ship."

Q All right. Would you describe that agreement?

A Each of the three authors was to receive 15 shares of stock in TSR, Inc., in lieu of royalties with the understanding that once the equivalent of royalties would have been paid we would receive additional stock as additional compensation in lieu of royalties.

Q Now, so you started out with 15 shares?

A Correct.

Q Was this given to you in a certificate, is that the form of the stock?

A Correct.

Q Was the stock sent to you or delivered by hand, how did you receive the stock?

A It was given to me by hand in early 1976.

Q At the time you received this stock did you enter into any written agreements at that point?

A We signed the new written agreement concerning "Don't Give Up The Ship" at that time.

Q Do you have a copy of that?

A I believe so.

MR. WEINSTEIN: I don't recall seeing such an agreement.

MR. HIRSCH: I believe that any documents we had including contracts were produced in the numbers, John. I don't know. Were they?

MR. BEARD: Again, I don't recall any agreement either.

MR. PUERNER: But it's your recollection that when you decided to go into the stock arrangement there was an additional written agreement that was entered into?

THE WITNESS: Correct.

BY MR. PUERNER, (Continuing)

Q You started out with 15 shares; did you ever receive any additional stock for your interest in "Don't Give Up The Ship"?

A No, sir. I did not.
Q Is that because it wasn't -- the sales didn't reach the point where additional stock was to be paid?
A Again, I have no records of the sales. My indications were in '76 that it would be some time before that would happen. Sales were not very good.
Q What was the value placed on these 15 shares that you received at the time?
A At the time I received those shares I believe the par value was set at $100 per share.
Q And as I understand it you were to be paid additional stock when sales reached a certain point?
A Correct.
Q And what would that point have been?
A It was calculated at 1989.
Q You mean the year 1989?
A Yes, sir.
Q Would you explain what you mean by that?
A Average sales for "Don't Give Up The Ship" in '76 had been approximately five copies per month, and projecting that out the par value would be reached in about the year 1989.
Q So conceivably in 1989 you should be receiving more stock?
A It's a possibility.
Q If the sales continued at the rate they were at the

time you did this?

A Based on the 1976 sales rate.

MR. WEINSTEIN: They were slow for a while and dropped right off.

THE WITNESS: Yeah.

BY MR. PUERNER, (Continuing)

Q You explained to me, Mr. Arneson, some of the other projects, I'll call them, that you worked on during your career, and you mentioned a project called "First Fantasy Campaign" which I believe was published by Judges Guild?

A That is correct.

Q And you had some kind of an agreement for payment of royalties for that work; did you not?

A That is correct.

Q Could you tell me approximately -- well, did you ever receive royalties for it?

A Yes, I have.

Q Are you still receiving them?

A Yes, I am.

Q Could you tell me approximately how many, how much royalties have you received if you could do it that way?

A Royalties for "First Fantasy Campaign" have averaged approximately $200 a month.

Q All right. I'd like to ask you the same questions with

regard to the Tolkin Fantasy Rules; those were also published, were they not?

A The one with Heritage Models?

Q Correct?

A That has to my knowledge not been published.

Q Do you expect it to be published in the future?

A My understanding of the present situation is there are some legal difficulties with the Tolkin estate. I have no idea.

Q All right. "King Solomon's Mines", I think that you told me that that was to be published by Discovery Games; is that correct?

A That was correct at that time.

Q What has happened to "King Solomon's Mines"?

A The rights to that and several other Discovery Game projects have been purchased by the Avalon Hill Company of Baltimore, Maryland, and will be published by them at some future date.

Q And when they're published would you receive a royalty for this work?

A Yes, I will.

Q Are you the sole author of "King Solomon's Mines"?

A Yes.

Q It hasn't been published as yet, but you expect it to be published some time in the future?

A Yes. I have no date.
Q Maybe we can kind of summarize the whole thing. Could you tell me -- I know you're receiving royalties for "First Fantasy." Again, that is one work you're receiving royalties for; correct?
A That is correct.
Q And of course you have been receiving royalties for the sale of "Dungeons and Dragons"?
A The collector's edition, yes.
Q Could you tell me what other works that you had something to do with that are now generating royalties for you?
A That are now in print?
Q Yes?
A "Adventures in Fantasy."
Q Could you tell me about that, when did that go into print?
A "Adventures in Fantasy" was first released to the general public in April of this year.
Q And how are the royalties going on that?
A We have to date sold approximately 1,200 copies. It retails for $20, and I receive a five percent off cover royalty.
Q Who publishes this work?
A It is presently being published by Excalibur Games of Minneapolis.

Q Do you have any interest in Excalibur Games?
A I invested some money in the publication of "Adventures in Fantasy." I do not own any part of Excalibur Games, nor do I have an interest in them.
Q All right. Any other works that you are receiving royalties for?
A I'm receiving royalties for a micro-computer game called "RAF, The Battle of Britain."
Q Who publishes that?
A That is published by Discovery Games.
Q And when did they start publishing?
A It was first released in June of this year.
Q And what have been the royalties?
A I believe the royalties on that are two and one half percent of cover based on $20.
Q And what have they been averaging?
A I do not -- I'm not familiar with what sales have been like on that specific title so far.
Q All right. Do you have other works that are being published by the same company?
A Those are -- that is the only project with Discovery Games that have been published at this time.
Q All right. Are there any other works that you are receiving royalties for now?
A I do not recall at this time any other works in print

on which I am receiving royalties at this time.

Q Could you tell me, Mr. Arneson, what is your present occupation, what are you doing for a living these days?

A I am making a living as a game designer.

Q You have some projects under way, I assume?

A Yes, I do.

Q Are you devoting most of your time to what we call fantasy-type games, or are you involved in other type games?

A No, I'm involved in several different fields of game design.

Q Well, other than fantasy games, what types of games are you working on?

A I am working on a role -- several historical role playing games. I am also working on several micro-computer games which would simulate World War II air to air combate.

Q Would you explain a little bit to me what you mean by a micro-computer game?

A A micro-computer game would be a game that is able to be played on a micro-computer as defined by Radio Shack's TRS 80, Commodore Pet 16 A or an Apple II Plus. These are names given to what are called home computers.

Q Going back to your very early work in the fantasy games,

when did you get interested in this hobby let's call it?

A War game hobby?

Q Yes?

A I would guess about 1960, '61.

Q You would have been how old at that time?

A I was about 13 or 14 years old at the time.

Q Now, at that time were other people playing these role playing games, had that been going on before your interest in it?

A The role playing games as they are played today were not in existence in 1961.

Q When did they come into existence?

A Role playing games came into existence really in 1974 with the publication of "Dungeons and Dragons."

Q So if I understand you correctly, "Dungeons and Dragons" was the first role playing game that you're aware of, at least?

A Yes, sir. I must digress. They were using some role playing games as teaching aids in schools and have for many, many years. But as a game for entertainment purposes, 1974 marks the first time that that was ever done.

Q Tell me about this activity that you mentioned that was going on in schools. What was all that about?

A On many occasions a teacher will take a historical situation and assign roles to the students in the classroom and instruct them as to how to carry out the person they are representing's historical goals, and this allows the students a greater understanding of some of the difficulties these people may have had interacting with each other say for the constitutional convention, U. S. Congress, many other historical events where a number of people had to get together to act on some particular project.

Q Did you ever engage in that activity when you were in school?

A I believe on two occasions I was involved in what could be called role playing in the school, one in about the fifth grade and in 1962 -- ~~1962~~ 1964 we had a political convention just as if we were electing a presidental candidate and putting together a political platform.

Q I missed it. Did you tell us what grade you were in at this time?

A I believe that would be the tenth grade.

Q I asked you some questions in your prior deposition about a Mr. Phil Barker. Have you had any conversations with him regarding this litigation since your last deposition?

A Not in regard to the litigation, no, sir.

Q Has he been retained as an expert to testify in this litigation?

A Again, not to my knowledge.

Q Do you have any intention of retaining him?

A I would have to defer to my attorneys.

Q But you have seen this man and talked to him in recent months?

A Yes.

Q But not in connection with this litigation?

A No, sir.

Q You mentioned a man by the name of Mr. ~~McGarry~~ Megarry; is that the correct pronunciation, David ~~McGarry~~ Megarry?

A Yes, sir.

Q Where does he live?

A Mr. ~~McGarry~~ Megarry is presently residing in Boston, Massachusetts.

Q Do you have his address?

A Yes, I do, sir.

Q What is he doing in Boston; do you know?

A I believe he is presently the district manager of a copying service.

Q Do you know the name of the service by any chance?

A If you would wait one moment I can look it up.

Q That's all right. We can do that at a break. As I understand your testimony, and this goes back to the

work that was done prior to the publication of D & D, you dictated certain materials or subject matter, I should say, to Mr. ~~McGarry~~ Megarry; is that correct?

A That is correct.

Q And he took down your dictation in longhand?

A I believe so.

Q Why did he do this, why didn't you just sit down and write this material yourself?

A Mr. ~~McGarry~~ Megarry is a much better typist and is more familiar with the rules of punctuation than I myself am.

Q So I want to picture this, you sat on one side of the table and he sat down on the other and you told him -- you gave him certain things to put down and he put them down?

A Correct.

Q And he did this right in your presence; is that how it worked?

A Yes.

Q He was just kind of helping you out as a friend; is that the reason he did this?

A That is correct.

Q Did he get compensated for this?

A No, sir.

Q In the prior deposition there was an exhibit marked for identification as Exhibit 14, and at the time we

reviewed it we couldn't determine its date. It was apparently indistinguishable.

I'd like to ask counsel -- well, I should say at that time it was agreed that the original was going to be checked and we were to be given the date of this document. It's Exhibit 14.

MR. WEINSTEIN: Could you describe it further, what it is.

MR. PUERNER: Yes. I will read its description. A two-page handwritten letter, unconfirmed date, purported by the witness to be in Gary Gygax's handwriting transmitted from Gary Gygax to the witness.

MR. HIRSCH: Is there a number on the document?

MR. WEINSTEIN: 14.

MR. HIRSCH: No, other than --

MR. PUERNER: (Interposing) I don't know.

MR. WEINSTEIN: Do you have a copy of it?

MR. BEARD: I think --

MR. PUERNER: (Interposing) Mr. Hirsch agreed to look at the original and determine the date, page 84 of the deposition.

MR. BEARD: This is my estimate of what the date was, but we wanted to confirm that.

MR. PUERNER: All right. I'm looking at the document, and Mr. Beard's estimate appears on here, March 5, 1974. It has a date. It's just in making the copy it appears to be cut off.

MR. HIRSCH: Well, counsel, it would be very easy for me to check that if you'll give me the number off the bottom there.

MR. PUERNER: The number is 38.

MR. HIRSCH: Okay. Do you want me to do that now or at a break?

MR. PUERNER: You can do that when we break, if you would.

MR. WEINSTEIN: Can I see that?

BY MR. PUERNER, (Continuing)

Q I'd like to review with you, Mr. Arneson, the history of what was finally published as "Blackmoor" which was one of the supplements of D & D. It's designated as a supplement.

When you wrote this work, you did author it; is that correct?

A That is correct.

Q What kind of an arrangement did you make with TSR regarding this publication?

A In the manner of compensation, sir?

Q Yes?

A The initial arrangement with TSR was for me to receive ten percent of cover as royalty.

Q Did you have a written agreement to that effect?

A A written agreement was presented and an alternate offer was made at that time by TSR.

Q All right. What was the alternate offer?

A The alternate offer was to forego royalties on the "Blackmoor" supplement in exchange for stock in TSR, Inc.

Q And did you go forward with the alternate offer?

A Yes, I did that.

Q All right. I'd like to tie down when all this happened. Could you tell me when you were presented -- or when the ten percent royalty arrangement was first discussed?

A I believe it was first discussed in what would have been the ~~spring~~ fall of 1975.

Q And a written agreement providing for a ten percent royalty was actually prepared?

A Yes, sir.

Q And who prepared that?

A That was prepared by TSR Hobbies.

Q And you were presented with this agreement; is that how it worked?

A Yes, sir.

Q And apparently you didn't sign it?

A No, sir.
Q Who suggested some other arrangement; was that you or TSR?
A TSR suggested the alternate arrangement.
Q So what they did in effect is present you with an agreement which they prepared and then said, "Why don't we do something different," is that how it went?
A That is correct, sir.
Q All right. Would you tell me again what this alternate agreement was?
A The alternate agreement was to forego receiving royalties on the "Blackmoor" supplement in exchange for share of TSR, Inc.
Q Was this ever reduced to writing?
A The contract for zero royalties was made, was written up, and I was awarded I believe 30 shares of TSR, Inc., stock.
Q So as I understand it, you received 30 shares at the time you executed the zero royalties arrangement?
A That is correct, sir.
Q I'd like to mark for identification another exhibit which we'll mark as Exhibit 16.

(Whereupon, Exhibit No. 16 was marked for identification.)

BY MR. PUERNER, (Continuing)

Q Why don't we take a quick break. I'd like to have one

in front of me, and the witness has to have one.

(Whereupon, a break was taken.)

BY MR. PUERNER, (Continuing)

Q Mr. Arneson, I show you a document which has been marked for identification as Exhibit 16. Could you tell me what this is?

A This is the agreement I signed in connection with "Blackmoor" and the stock compensation.

Q And I see a date on it of November 17, 1975; is that the date it was signed?

A Yes, I believe so.

Q And that would also be the date that you received the stock; is that correct?

A Yes, sir.

Q I see in the agreement where the author agrees to assign the copyright in "Blackmoor" to TSR; is that correct?

A That is correct.

Q So I take it that the copyright in "Blackmoor" is now owned by TSR?

A As I -- if they have fulfilled their part of the contract on the stock, yes, I believe so.

Q All right. I didn't quite understand your answer. Was there something, some more stock to be paid for "Blackmoor"?

A As with the case of "Don't Give Up The Ship" additional stock was to be awarded when royalties had exceeded a certain amount.

Q Have you received any additional stock for your rights in "Blackmoor"?

A No, sir. I have not.

Q Are they obligated to make some kind of report to you as to sales?

A Under the terms of the contract I believe they are supposed to report sales of "Blackmoor" to me.

Q Have you ever received reports?

A I have received periodic reports from them concerning "Blackmoor."

Q How close are you to getting some more stock?

A I should have received stock sometime in 1977 according to the sales figures they provided me.

Q But you haven't received any; is that correct?

A No, sir. I have not.

Q Have you ever requested it?

A Yes, I have.

Q Have you requested it in writing?

A Yes, sir. I believe I have.

Q All right. I'd like to back up a little bit. At the time you entered into the "Blackmoor" agreement, you say you received 30 shares; what was the value placed

at that time?

A The par value as of that date would have been $100 per share.

Q Now, at that time you received 30 shares. You had received 15 shares at some prior date for "Don't Give Up The Ship"; is that correct?

A That is correct.

Q Can I conclude from that that at the time you received the 30 shares you then owned a total of 45 shares of TSR?

A I believe that was the extent of my holdings at that time.

Q Now, since that time have you received any more TSR stock?

A Yes. I have purchased additional shares of TSR stock.

Q You've purchased them?

A Yes, sir.

Q Could you tell me what you mean by purchased?

A Upon entering employment with TSR in January of 1976 there was a stock option offered employees where they could purchase stock at reduced rates, and I exercised that option at that time, or shortly thereafter.

Q And how many shares did you purchase through that option arrangment?

A I believe I purchased an additional ten shares through

that arrangement.

Q Have you acquired any additional stock other than the 15, 30 and 10 that you've described to me?

A No, sir.

Q So if my addition is right, you now own 55 shares of TSR stock?

A I believe so.

Q The agreement to pay additional stock for sales of "Blackmoor" at a certain point in time, was that in writing?

A The additional stock agreement as with the "Don't Give Up The Ship" agreement was an oral agreement between myself and two of the officers of TSR.

Q Okay. I might be repeating myself, but what was the oral agreement as relates to "Blackmoor", how was that supposed to work?

A Again, when sales had reached a certain figure comparable with the royalties I would have been paid at that time as compared to the par value of the stock at the time I received the stock, I was to receive additional shares of stock.

Q In other words, when royalties due at the ten percent level reached 100 times 30 you were to receive additional stock?

A That is correct.

Q Mr. Arneson, as I recall your prior testimony at some point in time you sat down and made a comparison between the original D & D and the advanced D & D volumes; is that correct?

A I prepared something at the request of my attorneys.

Q When did you do that?

A That would have been done shortly after I retained my attorneys, which was a year and a half ago. I believe it was a year, 18 months ago.

Q Well, I assume when advanced D & D was published you obtained a copy?

A Yes, sir, I did.

Q And you inspected it?

A Yes, sir, I did.

Q And apparently you concluded that you were due royalties for the publication of that work?

A Yes, sir.

Q At that point you went and retained your lawyers; is that what happened?

A I first retained an attorney in Chicago who was a friend of mine to act on my behalf.

Q And what is his name?

A His name is Ken Shepro.

Q Did you make this comparison that we've been talking about before you saw Mr. Shepro?

A No, sir, I did not.
Q Did he ask you to make it?
A He suggested it as did my subsequent attorneys.
Q All right. At some point or other Mr. Shepro no longer represented you; is that correct?
A Yes, sir.
Q Why did you break that relationship?

MR. WEINSTEIN: Objection, privileged communication between counsel and client.

BY MR. PUERNER, (Continuing)

Q All right. You can tell me, if you will, when you parted ways with Mr. Shepro?
A To get an exact date I would have to refer to my correspondence. I believe it was approximately 18 months ago.
Q And how long after that did you retain your present attorneys?
A Almost immediately.
Q And getting back to this comparison, was that made after you retained your present attorneys?
A It was made after.
Q And it was made at their suggestion?
A Yes, sir.
Q Where did you make this comparison, where was it done?
A It was done in my office and at home.

Q Now, in making the comparison how did you do this mechanically; did you use colored pencils, or written notations, how did you do this?
A Pertinent entries were marked in colored ink.
Q How many colors did you employ in doing this?
A Two or three.
Q And what did each of these colors indicate?
A There was no significance to the colors per se.
Q Well, there must have been some, the reason for using different colors. Could you tell me what that reason is?
A Those were based on the availability of the appropriately colored pen to underline.
Q I see. So what you're saying is that during the course of this work you might have changed colors?
A Yes.
Q But that particular color itself didn't mean anything?
A That is correct.
Q Now, you say you marked or underlined certain parts of the works; is that correct?
A Correct.
Q Which works did you mark?
A All of those works that were published at that time. I believe they consisted of the Monster Manual, basic "Dungeons and Dragons", and I believe the Players

Handbook was out at that time.

Q All right. Let me understand this. You were marking both the basic D & D as the recently published Advanced D & D; is that what you're saying?

MR. WEINSTEIN: Excuse me. Could you read back the question; I didn't hear that.

(Whereupon, the Reporter read the question.)

MR. WEINSTEIN: The question asks which documents he was marking?

THE WITNESS: Yes.

MR. PUERNER: What parts, what was the criteria, put it this way, for marking?

MR. WEINSTEIN: Excuse me. Can I ask for a recess for just a moment to confer with co-counsel?

(Whereupon, a recess was taken.)

MR. WEINSTEIN: We're going to enter an objection at this point to further questioning with regard to the preparation of marked up documents on the grounds that it's privileged as work product in preparation for trial under the rules.

MR. PUERNER: Are you instructing the witness not to answer?

MR. WEINSTEIN: I am instructing the witness

not to answer.

MR. PUERNER: Well, I think it's perfectly legitimate examination, and I think we're actually entitled to see these, but we'll have to take that up with the Judge.

BY MR. PUERNER, (Continuing)

Q Going back to these comparisons, have you made any further comparisons, marked up comparisons since the first ones we've been talking about?

A Yes, sir.

Q And would you describe these additional comparisons that you've just mentioned?

MR. WEINSTEIN: Objection, the same objection, and instruct the witness not to answer. The objection is grounded on trial preparation materials and work product privilege.

BY MR. PUERNER, (Continuing)

Q Could you tell me in whose custody these further comparisons are, who has them?

A They are presently in the custody of my attorneys.

Q Again, did you mark up copies of the works, is that what you did in these comparisons?

MR. WEINSTEIN: The same objection, the same instruction.

MR. PUERNER: I would like to ask counsel

whether in your list of exhibits that are to be presented to the Judge today you include any of these comparison works that we've been talking about?

MR. HIRSCH: We list the works that we intend to present at trial, the particular documents are --

MR. WEINSTEIN: (Interposing) It's my understanding that the works that we're preparing to use as exhibits are unmarked originals.

MR. HIRSCH: That's right.

MR. PUERNER: Let me understand this. You have listed the works as exhibits?

MR. WEINSTEIN: We have listed the works as exhibits, and we do intend to introduce them or offer them in evidence.

MR. PUERNER: How about the works that have been marked up to this point; are those on your exhibit list?

MR. WEINSTEIN: They are not.

MR. PUERNER: So I understand it, you don't intend to use any marked exhibits -- I mean marked works at the trial of the case?

MR. WEINSTEIN: Only to the extent that the same may be marked during the process of offering

testimony by various witnesses.

MR. HIRSCH: Or in preparation for trial to prepare documents to present to the Court, and we may arrange some of our work with them. That goes to our trial preparation, though.

MR. WEINSTEIN: Well, in other words, we can go off the record if you want, or we can stay on the record.

MR. PUERNER: Go ahead. Stay on the record.

MR. WEINSTEIN: We haven't yet decided whether to use blowups of various portions of the works, or what, in terms of the exhibits. But the works themselves in answer to your question, which I think is a legitimate question, is the works themselves will be offered in evidence.

MR. PUERNER: But you're saying you haven't really decided whether you're going --

MR. WEINSTEIN: (Interposing) What form we're going to. I mean I can tell you we're not going to offer the exhibits in the form that they exist as marked and commented upon by our client to us to guide us in evaluating them.

BY MR. PUERNER, (Continuing)

Q You have gone into some detail, Mr. Arneson, in the history of "Blackmoor." I think we've exhausted that.

There are some other so-called supplements to D & D; are there not?

A Yes, there are.

Q Could you tell me what they're called?

A The supplements began with "Greyhawk," "Blackmoor," "Gods, Demi-Gods and Heroes." I believe that would now be referred to as the first edition of that. "Eldridge Wizardry," "Swords and Spells," "The Monster Manual," "The New Players Handbook," "New Dungeon Master's Guide," all these would be supplements, expansions, additions to the original "Dungeons and Dragons" work.

Q I see. You place all these things in the same category; is that my understanding?

A Yes, sir.

Q I'd like to refer your now, Mr. Arneson, to what has been titled Amended Complaint. Could we get a copy of that out?

Why don't we take a short break.

(Whereupon, a break was taken.)

BY MR. PUERNER, (Continuing)

Q Mr. Arneson, you are aware, I'm sure, that an Amended Complaint has been filed in this action?

A Yes, sir, I am.

Q And I assume you were consulted in connection with the amended complaint?

A Yes, sir, I was.
Q And you have read it over before it was filed?
A Yes, sir, I did.
Q I'd like to refer you to Paragraph 2.2 of the Amended Complaint.
A Okay.
Q Have you had a chance to read that over, Mr. Arneson?
A Yes, I have.
Q I note in that Paragraph the term "derivative works."

Could you tell me what you mean by a "Derivative work"?

MR. WEINSTEIN: Objection. That calls for a legal conclusion. The witness may answer if he knows what a derivative work is.

MR. PUERNER: What is your understanding of a derivative work?

MR. WEINSTEIN: All right.

THE WITNESS: My understanding is that this would be in reference to what are called playing aids, the so-called Dungeon geomorphs, treasurer mixes, Judge's Shield, World of "Greyhawk," works that are designed to be used in conjunction with "Dungeons and Dragons."

Q Let's take "Greyhawk." Would you consider that a derivative work to D & D?

MR. WEINSTEIN: Excuse me. Which "Greyhawk" do you mean, because "Greyhawk," if you recall, can refer to a number of different entities.

MR. PUERNER: I'm sorry. I didn't remember that, I guess. I'm talking about "Greyhawk," supplement one.

MR. WEINSTEIN: To "Dungeons and Dragons"?

MR. PUERNER: Yes.

THE WITNESS: As a supplemental material it consists of what would be a playing aid, playing additions to the original rules.

BY MR. PUERNER, (Continuing)

Q And would you consider that a derivative work?

A I would consider that a derivative, yes.

Q How about "Blackmoor," which is supplement two?

A Again, it is an inhancement of the original work, adds to that original work.

Q And it then would be a derivative work?

A Therefore in my opinion it would be a work derived from the original "Dungeons and Dragons."

Q How about "Eldridge Wizardy"?

A Yes, sir, the same.

Q "Gods, Demi-Gods, and Heroes"?

A Yes.

Q "Swords and Spells"?

A Yes, sir.
Q "Advanced D & D," three volumes?
A Yes, sir.
Q Anything else?
A I believe that's all that's been published as of this date.
Q I'd like to refer you now to the Fifth Cause of Action which starts with Paragraph 5.1, and in Paragraph -- well, I'll let you read it. It's not very long.

In Paragraph 5.2 it alleges that there has been a breach or violation of the fiduciary duty that both the defendant Gygax and defendant TSR owe to you?

A Yes, sir.
Q What do you mean by fiduciary duty?

MR. WEINSTEIN: Objection. It calls for a legal conclusion and a definition of a technical legal term, and the witness is not qualified to answer that question.

If you know or think you know what a fiduciary duty is, I don't have an objection to your answering. I'm not instructing you not to answer if you think you know.

MR. PUERNER: Do you have an idea what this means?

THE WITNESS: My understanding of the term

is rather limited, sir. I don't think I could give an adequate explanation of it.

BY MR. PUERNER, (Continuing)

Q Well, it states that TSR and Gygax had some kind of a duty to you; what duty did they have?

MR. WEINSTEIN: That's objected to on the same, and now I will instruct the witness not to answer. He's already answered that question.

MR. PUERNER: Well, he hasn't answered the question at all. I'm just asking him what was this duty that they had to you. You must have determined that there was a duty to you otherwise it wouldn't be in here.

MR. WEINSTEIN: Well, I'm going to object to that form of the question as being misleading. There is no evidence at all that he determined that they had violated a duty.

MR. PUERNER: All right. I'll ask the witness who determined that there was a violation of a fiduciary duty, if you know?

THE WITNESS: This was all discussed and decided upon in conference with my attorneys.

BY MR. PUERNER, (Continuing)

Q Getting into Paragraph 6.1, it makes a reference to you as a minority shareholder of TSR Hobbies, Inc. Is

that statement based on your ownership of these 55 shares of TSR stock?

A Yes, sir.

Q Have you ever received any dividends on the stock that you own?

A Dividends were declared at $1.10 per share in November of 1976. There have been no other dividends declared either before or after that date.

Q Is it your position that they should have declared more dividends; is that what you're saying here?

MR. WEINSTEIN: If you know.

THE WITNESS: Could I consult with my attorneys for a moment?

MR. PUERNER: Certainly.

(Whereupon, there was a discussion off the record.)

MR. WEINSTEIN: Would you rephrase the question, please?

BY MR. PUERNER, (Continuing)

Q Referring back to Paragraph 6.1, is it your position that TSR should have declared more dividends and paid you more dividends than you have been paid up to this point?

A Yes, sir.

Q And why do you feel that they should have done that?

A In the years between 1976 and the present date the

volume of sales and size of the corporation have increased ~~two to three thousand~~ approximately 40 to 50 fold, and there has been no action on the part of TSR to provide an increase in the par value of the stock or any dividends to the stockholders.

Q It's not your position that other stockholders have been paid dividends and you haven't; that's not your position?

A No, sir.

MR. WEINSTEIN: Counsel, you should be aware that at least as I perceive the Sixth Cause of Action it is not a derivative action to claimed dividends, however, just so you're not mislead by the witness' testimony.

MR. PUERNER: Very good. But as I read it, we have a minority stockholder suit, if that is a correct categorization of this?

MR. WEINSTEIN: It is a suit by a minority stockholder.

MR. PUERNER: Are you finished?

MR. WEINSTEIN: No, I'm not. I want to review this for a moment.

All right. I'm finished.

BY MR. PUERNER, (Continuing)

Q All right. I just want to go back for a minute, Mr.

Arneson, to this derivative work that mentioned in the Amended Complaint.

As I understand it, and you correct if I'm wrong, you are claiming here that you should be paid a royalty for the so-called derivative works; is that correct?

A Yes, sir.

Q And by derivative works, those are the ones you've previously defined for me and named?

A Yes.

Q Now, I'd like to ask you on what basis you feel TSR should pay you a royalty on derivative works, why should they do that?

A I believe that under the terms of the original agreement with TSR concerning "Dungeons and Dragons," the sales and marketing of that game that -- items that are part and parcel based on that game and derived from that game are covered in that contractual agreement.

Q I see. So you make this claim on the basis of the written agreement that you entered into with TSR?

A Yes, sir.

MR. WEINSTEIN: Well, I'm just going to add a cautionary objection, if you will, that there are some legal conclusions that are encompassed in counsel's question, and to the extent that they

are objected questions and instruct the witness -- well, it's too late to instruct the witness not to answer, but I'm certainly informing counsel that we do not intend to be bound by those legal conclusions.

MR. PUERNER: Well, I am not saying that you're bound by anything. I'm just asking the witness his understanding on this cause of action, and he's testified that he thinks he should be paid for derivative works, and the reason that he should be paid is because of this agreement.

Is that what you're saying?

MR. WEINSTEIN: Are there other reasons?

MR. PUERNER: Well, I'm asking you what the reason are.

THE WITNESS: My primary feelings were that my original agreement and my understanding of what that original agreement covered covered future works based on part of "Dungeons and Dragons," there was subsequent conversations and correspondence which re-enforced this belief on my part.

BY MR. PUERNER, (Continuing)

Q All right. Let's stick with first the agreement itself. I've got a copy of it here.

What exactly do you find in the agreement itself

that you feel entitles you to payments or royalties on derivative works?

MR. WEINSTEIN: That is objected to as calling for a legal conclusion of the witness. You can answer if you have some opinion as to what the language means.

THE WITNESS: Well, my understanding of the agreement when they described the game "Dungeons and Dragons" they are referring to the concept of "Dungeons and Dragons," the game we had published at that time, the plans we had for the future growth of the game, and manner of marketing and promotion which are outlined in the contract.

BY MR. PUERNER, (Continuing)

Q Do I understand you correctly it's the words "Dungeons and Dragon," that you feel entitles you to derivative works?

A It's the game rules or game entitled "Dungeons and Dragons."

A And that the only place I see it here in is Paragraph 1; is that right?

A Yes, sir.

Q And the specific language that we see here quotes game rules or game entitled "Dungeons and Dragons"; is

that what you're referring to?

A Yes, sir.

MR. WEINSTEIN: That is a phrase, yes, in that paragraph.

BY MR. PUERNER, (Continuing)

Q Now, you talked about subsequent conversations, correspondence, that re-enforced your belief; would you describe what those are for me?

A There were several letters and phone conversations exchanged with myself and primarily with Mr. Gygax where we discussed the project we were working on, "Dungeons and Dragons," the original three supplements to "Dungeons and Dragons," and what the future might hold for this game system that we had evolved and come up with.

Q All right. In your prior deposition you referred to correspondence that led you to your conclusion, and those letters are identified as Exhibit 14 and 15; do you remember that?

A Yes, sir.

Q Are there any additional letters that you can point to?

A Yes, sir.

Q What are they?

A I believe additional letters have been provided to my

attorneys.

Q All right. Well, I'd like you gentlemen to produce these additional letters.

MR. WEINSTEIN: You have copies of all the correspondence that's in question.

BY MR. PUERNER, (Continuing)

Q All right. I'd like you to identify for me so that I know. If I have it, fine. But I'd like to know what you are referring to when you say additional letters.

A As to the exact letters which refer --

Q (Interposing) Yes.

A (Continuing) -- to the "Dungeons"? I would request a copy or copies of those letters so that I could more accurately identify them for you.

MR. PUERNER: Fine. Let's do it right now.

We already asked for the two letters he relied on, or the letters relied on and we were given two. Now we have more. I want to know what they are.

(Whereupon, a break was taken.)

MR. WEINSTEIN: Let me just ask that the record show that we've spent the last 45 minutes or so off the record during which time the witness

has gone through what has been presented by me and by my co-counsel to the witness as the complete packet or original documents relating to this case, and he has gone through those with a view toward finding those documents which respond to Mr. Puerner's question.

BY MR. PUERNER, (Continuing)

Q Very good. I'd like to back up, Mr. Arneson, and ask a couple questions that I neglected to ask you earlier. I'd like to refer you to this book entitled "The First Fantasy Campaign" by Dave Arneson. You're familiar with this, I'm sure?

A Yes, sir.

Q And this, I understand, is published by Judges Guild?

A Yes, sir.

Q Would you consider this work a derivative of "Dungeons and Dragons"?

A The First Fantasy Campaign consists of information about my first "Dungeon" and some of the adventures and areas we got into. There are no rules in there per se. There are some of the original ideas. They are not laid out in rule form. It is not tailored to be used with any particular set of rules, no information is provided in there for them to be used with a set of rules.

It was prepared more with an eye toward being a historical document rather than either a playing aid or a playing derivative of any sort.

Q Okay. I'm looking at your prior deposition. It said "Blackmoor" was published by TSR, the remaining material appeared in a work called "First Fantasy Campaign." What did you mean by the remaining material from "Blackmoor"?

A The material provided to TSR and used by them consisted of original rule ideas that I had used in my first "Dungeon." The remaining information which they had no use for in the "Blackmoor" supplement was returned to me because they did not consist of rules. It consisted of rather this information.

Q So as I understand the answer to my original question, you do not consider this work a derivative of D & D?

A No, sir.

Q I'd like to refer you to another work that was identified in your prior deposition entitled "Dungeon Master's Index"; are you familiar with that?

A Yes, sir.

Q And who prepared that?

A That was prepared by myself.

Q And was that published?

A Yes, sir.

Q Who published it?
A It was published by Heritage Models of Dallas, Texas.
Q And did you receive royalties from Heritage Models on that work?
A I provided Heritage Models with the money to do the project, and I in turn was allowed to purchase approximately 700 copies of the "Dungeon Master's Index" to sell on my own. It was not a royalty arrangment per se, rather I made a profit off of those sales that I made.
Q I see. Now, as to the subject matter of the "Dungeon Master's Index," what was in this work?
A It was to be provided as a source of information for people looking ~~at~~ up particular information in D & D or in the D & D supplements as they existed at that time.
Q I see. So it did relate to D & D?
A Yes, sir. It provided them with an index which I felt had been lacking.
Q Would you consider "Dungeons Master's Index" a derivative work of D & D?
A It did not to my way of thinking consist of any rules to be used with the game, nor did it provide a direct playing aid for those becoming involved in playing the game. Rather it provided them with an access to look up the information that they might need.

Q So as I understand it, you do not consider it a derivative of D & D?
A No, sir, I do not.
Q You're familiar, of course, with "Greyhawk"; we've mentioned that before?
A Yes, sir.
Q Supplement one I'm talking about. Who wrote "Greyhawk"?
A That was prepared in Lake Geneva by Mr. Gygax and Mr. Robert Kuntz.
Q Were they to your knowledge paid a royalty by TSR for the publication and sale of "Greyhawk"?
A Yes, sir. To my understanding they were.
Q Were you ever paid a royalty or other compensation for the sale of "Greyhawk"?
A No, sir.
Q And of course "Greyhawk" you consider a derivative of D & D?
A Yes, sir.
Q "Eldridge Wizardry"; who wrote that? That's supplement three.
A Supplement three. I'm trying to remember. I believe that --

MR. WEINSTEIN: (Interposing) To refresh your recollection, I'll show you a copy of it.

THE WITNESS: It was prepared by Gary Gygax

andBrian Blume.

BY MR. PUERNER, (Continuing)

Q And have they received royalties from TSR for the sale of that?

A I believe that they have.

Q Have you ever received the royalties or other compensation for the sale of --

A (Interposing) No, sir.

Q (Continuing) -- "Eldridge Wizardry"?

A No, sir.

Q Supplement four, "Gods, Demi-Gods, and Heroes," do you know who wrote that?

A It was prepared by Jim Ward and Bob Kuntz.

Q And did they receive royalties from TSR for the sale of that work?

A Yes, sir, I believe they do.

Q Have you ever received royalties or other compensation for the sale of "Gods, Demi-Gods, and Heroes"?

A No, sir, I have not.

Q Just a few more questions and we can break. I'd like to go back to the Amended Complaint which I think you have in front of you there, and refer to Page 6 to the Seventh Cause of Action, and particularly Paragraph 7.2.

Paragraph 7.2 refers to certain films, literary and

computer program rights. Could you tell me what is meant by that; are you familiar with any films, for example?

A Yes, sir. It is my understanding that TSR Hobbies is negotiating with Twentieth Century Fox for the film rights to "Dungeons and Dragons."

Q Anything else that you are aware of regarding films?

A Not to my knowledge at this time.

Q How did you become aware of this negotiation that you refer to?

A There was an article in the entertainment section of the -- I think it was the St. Paul paper.

Q Do you know whether such an agreement has been entered into?

A To my knowledge there is at this time no agreement.

Q The next word is "Literary"; what is meant by that word?

A It is my understanding that there is in preparation a book or books about "Dungeons and Dragons."

Q I see. This would be a further book of rules, is that what you're -- well, could you tell me more specifically what this is?

A It is my understanding based on articles I have read that TSR is preparing and cooperating with various authors about books concerning "Dungeons and Dragons."

I do not know if it consists of rules, a history, a story, I have no detailed knowledge of what is involved.

Q And how did you become aware of these facts that you're just relating?

A There was an article and I believe an interview with Mr. Gygax that appeared in a popular periodical, I do not remember which one, where this was mentioned.

Q Have you seen any work that has been published that would be included in the "literary" there?

A No, sir, not up until this time.

Q The next reference states quotes Computer Program quotes; what is meant by that?

A It is my understanding that TSR has entered into or is entering into agreements with Matel for a hand held computer game of "Dungeons and Dragons," that they have in the past entered into agreements with program designers and/or computer firms to do programs so that one may plan "Dungeons and Dragons" on home computers or computer systems.

Q Let's take this Matel matter that you've mentioned. Are you aware of any agreement that has been entered into?

A The first time it came to my knowledge was a week and a half ago when there was an interview printed in the Forbes Magazine where Brian and Gary mentioned that

they had a computer deal going with Matel.

Q I see. Of course this complaint was filed back in May of 1980?

A True.

Q You didn't know about Matel at that time, I assume?

A Not the Matel thing, no.

Q Well, you mentioned two separate categories under computer program; one was Matel and the other was some agreement that presumably had been entered into for preparing programs. Do you know whether any agreements have been entered into?

A During my tenure of employment with TSR Hobbies, on at least two occasions I was consulted by Mr. Gygax concerning tentative agreements with individuals to program "Dungeons and Dragons" for use on computer systems. I was also approached shortly after I left TSR with another agreement that had come in concerning someone again interested in doing a program of "Dungeons and Dragons" for a computer.

Q With whom were these agreements made?

A They were with private individuals not at that time asociated with a large company. I do not recall the names at this time.

Q I guess I didn't ask this. Are you aware of any agreements that have been entered into, that is a

completed agreement?

A I'm not aware of any operative agreements that TSR may have entered into.

Q So as I understand it, all the subject matter of Paragraph 7.2, or at least a good part of it, are referring to matters that you do not know whether they exist or not, such as a film agreement, computer agreement; you're just assuming that those agreements have been entered into. Is that your understanding?

MR. WEINSTEIN: That's objected to as a misstatement in the use of the word assumption. The Paragraph in question, 7.2, is alleged on the information and belief, and the witness has testified as to what information he has and beliefs he has.

BY MR. PUERNER, (Continuing)

Q I'd like you to refer to Paragraph 9.2, which is right at the bottom of that page, and I refer you specifically to the allegation that the defendants have passed off the playing aids and publications and have misled the public; could you explain to me just what you're alleging in this paragraph?

MR. WEINSTEIN: I'm going to object to the form of the question as calling for a legal conclusion. I don't object to the witness answering

a question which would ask him what his understanding of the facts which underlie the allegation are.

BY MR. PUERNER, (Continuing)

Q Well, I'd like to hear what you can tell me about this passing off and misleading the public?

A Based on what I have seen and what my knowledge is of TSR's advertising concerning the recent release of "Dungeons and Dragons," they are treating it and promoting it as part and parcel of all previous "Dungeons and Dragons" material as well as the new items, and that they are claiming it is the same as any previous edition of the rules insofar as they can be used together, the same rules are covered. They refer to it, I believe, as the "Dungeons and Dragons" family of games.

MR. WEINSTEIN: For the record, counsel, I just want to call counsel's attention to the fact allegation referred to in the Ninth Cause of Action is an alternative cause of action in the event the Court finds contrary to Plaintiff's contention that "Advanced Dungeons and Dragons", etc., are not derivative works.

BY MR. PUERNER, (Continuing)

Q Very good. You say that you've seen advertisements.

Could you identify what advertisements; for example, where have they appeared, if you recall?

A They have appeared in flyers that have been handed out at the Hobby Industry of America Show this last year, they have appeared in various magazines, both TSR's own magazine, the Dragon as well as the others. They have appeared in ads promoting "Dungeons and Dragons," and more commercial magazines, Isaac Asimov's Science Fiction Magazine, comes to mind, there were I believe other instances.

Q I would like to ask counsel if they could identify specifically the ads that the witness has just referred to that this allegation is based on?

MR. WEINSTEIN: I can respond to that in saying that of the ads of which I am personally aware as opposed to some of the ads described by the witness, they're contained in the record, some of the ads are contained in the record already as published, I think, in the Gygax Deposition materials, and I think if counsel wishes to examine the witness I would refer him to Gygax Exhibit 38, and I think there is some others here without --

MR. PUERNER: (Interposing) Well, you've identified at least one.

MR. WEINSTEIN: Yes.

MR. PUERNER: I would just ask if there are others that they be identified for us. I'm making that request.

MR. WEINSTEIN: We will provide you with those ads of which we become aware at such time as we become aware of them.

MR. PUERNER: As I understand the witness' answer, there have been a number of ads; is that correct?

THE WITNESS: Yes, sir.

MR. PUERNER: So there must be some more in existence right now that could be identified.

MR. HIRSCH: We may have. I just haven't pulled them ever out of the book. He's provided me from time to time books that contain ads.

MR. PUERNER: Very good. I'm requesting that what you have I'd like to have identified.

MR. HIRSCH: Okay.

MR. WEINSTEIN: I would suspect that, counsel, your client probably has a file of all of the ads he's ever published.

MR. PUERNER: I'm sure they do. It's a question of which ones you're relying on in making the allegation of that Paragraph.

Let's break now, it's a little bit after 12.

MR. WEINSTEIN: All right. Do you want to continue the deposition in 45 minutes, which would probably make it about 1:00 o'clock, or do you want to continue it after we've had our pre-trial conference, which from my experience before the Magistrate, is it's not going to take more than 15 minutes assuming we can get on right away.

MR. PUERNER: I would --

MR. WEINSTEIN: (Interposing) Your choice.

MR. PUERNER: Very good. The problem with coming back after the pre-trial is that we have an airplane to catch, and I have very little in addition to what we have here, so I think we could, if we could get back here say in 45 minutes --

MR. WEINSTEIN: (Interposing) What time is your airplane?

MR. PUERNER: 5:00 o'clock.

MR. WEINSTEIN: All right. The reason I ask is I have a bit of direct examination that I think ought to go on the record, probably not more than 15 minutes worth.

MR. PUERNER: Well, let's try at least what we can before the pre-trail and see how that works.

MR. WEINSTEIN: All right.

(Whereupon, a break was taken.)

MR. WEINSTEIN: For the record, Mike, what exactly did you just hand Paul?

MR. HIRSCH: I handed him a copy of the documents that Dave Arneson had paper clipped pursuant to his earlier investigation.

MR. WEINSTEIN: His review of it?

MR. HIRSCH: Yes.

MR. PUERNER: Okay. Very good. They're clipped together. I'd like to have the whole group marked as a single exhibit.

MR. WEINSTEIN: I have no object to that.

(Whereupon, Exhibit 17 was marked for identification.)

MR. WEINSTEIN: Deposition Exhibit 17, if I understand correctly, let's make us all understand, are those letters which Mr. Arneson believes back up his opinion with regard to his rights to derivative works. Do you understand that to be the case, Paul?

MR. PUERNER: Well, let's ask the witness. Is that a correct statement?

THE WITNESS: This was the criteria I used when I picked out these letters.

MR. PUERNER: All right.

BY MR. PUERNER, (Continuing)

Q Mr. Arneson, would you refer to Exhibit 17?

A Yes.

Q Page 1. Is it correct that this page -- well, let's use the Bates number. It's Bates number 28.

A Okay.

Q Now, this would be a letter from Gary Gygax to yourself?

A Yes, sir.

Q And the date is May 3, 1973?

A Yes, sir.

Q Is there any particular part of this letter that you are relying on to support your position?

A Throughout this particular letter in each of the paragraphs are references to the continuing project we are working on, which is the fantasy role playing games. In the second paragraph specifically there is talk of the 50 pages of Campaign rules that have been prepared.

We discussed one or two ideas.

In the third paragraph about the middle it says, and I quote, "One thing as rules editor" -- Gary referring to himself -- "I am telling you that Guidon wants your name on those rules whether as a co-author or as a -- with Dave Arneson. Royalty split is up to you chaps." In other words, I was working on the

project -- or a project with other people. We then go on to talk about "Don't Give Up The Ship."

Q All right. This Guidon, G-u-i-d-o-n, that's the name of a publisher?

A Yes, sir. At that time Mr. Gygax was employed by them.

Q Did anything ever get published?

A No, sir.

Q So you're talking about a project that never got published at this point?

A The project itself which is referring to "Dungeons and Dragons" was published but not by Guidon.

Q All right. Bates number Page 27, there are two of them, and that would appear to be a post card to yourself, Mr. Arneson, from Mr. Gygax; is that what this is?

A Yes, sir.

Q And I see a date of April 15, 1973; would that have been the date that it was sent as far as your recollection?

A Yes, sir.

Q Okay. Let's go to Bates number 34, which appears to be a letter to Mr. Arneson from Gary Gygax dated December 27, 1973.

A Yes, sir.

Q Is there anything within the body of this letter that

you would like to make particular reference to?

A Yes, sir. The sixth paragraph contains again references to the "Blackmoor" campaign and utilizing portions of that to promote "Dungeons and Dragons."

A I refer you to Bates number Page 35, two pages.

MR. HIRSCH: I might interrupt you. You keep referring to Bates. Are those Bates numbers? I can't see the documents. We had our own numbering system that I don't think matches up. I know these are documents which we produced, and that's our numbering system, so I think it might be misleading to refer to those as Bates numbers because I don't believe those are Bates numbers.

MR. PUERNER: All right. Let the record show then -- how should they be designated if not Bates numbers?

MR. HIRSCH: Arneson numbers, but not --

MR. WEINSTEIN: (Interposing) What does Bates refer to?

MR. BEARD: Bates, I think is a mechanical stamp that number documents sequentially, and we've been using them with documents that we've presented and we assumed, I guess, that the same system was --

MR. WEINSTEIN: (Interposing) Well, I assume that this stamp is probably then a Bates stamp.

MR. HIRSCH: I didn't realize that was the meaning of that numbering system.

MR. PUERNER: All right. Let the record show that the numbers that we've been referring to are numbers that have been stamped usually in the right-hand corner of the document.

MR. WEINSTEIN: That's fine.

MR. HIRSCH: Okay.

MR. PUERNER: And I'm referring to letter number 35 which is a two-page letter from Gary Gygax to Dave Arneson dated December 30, 1973. Does that correctly describe what we're looking at?

THE WITNESS: Yes, sir.

BY MR. PUERNER, (Continuing)

Q Is there anything in this letter that you'd like to make particular reference to?

A Again there are references in Paragraphs 1 and 3 towards the continuing "Dungeons and Dragons" project, and some ideas are kicked around as to what we should do to promote the project.

Q All right.

A I do not believe there is anything on Page 2.

Q Very good. Moving on then to another post card which bears the number, the stamped number 21, which appears to be a post card from Gary Gygax to Dave Arneson bearing a date of December 15, 1972; is that correct?
A Correct.
Q I assume it's the second paragraph of this?
A Yes, sir.
Q The post card that you're referring particularly to?
A Yes, sir.
Q The next document is a two-page document, the first page bears the number 51, and again this appears to be a letter from Gary Gygax to Dave Arneson bearing the date January 19, 1974; is that correct?
A Correct.
Q And what in particular would you like to refer to here?
A In particular on Page 2 and Paragraph 14 I believe it would be, and 15.
Q How does the first paragraph start?
A "Yes. I sent an article to LV on D & D design." The second paragraph starts, "Have to kick Kuntz in the ass to get that lazy devil moving."
Q Very good. Let's more on to the document bearing the number 48 which appears to be a three-page letter from Gary Gygax to Dave Arneson dated August 11, 1974;

is that a correct description?
A Correct.
Q And what would you like to refer to in this letter?
A On Page 1 in Paragraph 4.
Q Is that the paragraph that starts, "The supplements"?
A Yes, sir. And on Page 2, Paragraph 4.
Q Is that the paragraph that starts, "Now, then"?
A Yes, sir.
Q Now, I'd like to ask you at this point I believe everything that we've looked at up to this point have been communications from Gygax to yourself. Did you respond to these letters that we're looking at?
A Yes, sir.
Q And how would you have responded?
A We were -- in the context of the letters I've pointed out, Mr. Gygax asks questions and I answer them. By the same token I have on many occasions asked him questions and he is responding to me in those same letters.
Q What I'm merely getting at is, these responses from you that you have just mentioned, where are copies of those; are they not in existence, is that what happened, did you keep copies?
A No, sir. I did not keep any copies or carbons.
Q So the only copy then would have been the original?

A Yes, sir.
Q All right. The next letter, a two-page letter, number 53, again from Gary Gygax to Dave Arneson dated January 21, 1975, what in this letter would you like to refer to?
A In this letter on Page 1, Paragraph 3, the one that starts out "Chain mail".
Q Actually that would be Paragraph 4; would it not?
A Yes, that's correct. And on Page 2, Paragraph 1.
Q Very good. Is that it?
A Yes, sir.
Q Document number 54, what is this, if you know?
A This was a statement that was sent to me in conjunction with document number 53. I don't know why they copied it.
Q I see. Is there anything that you want to point out on this document, or was it just inadvertently included?
A No, there is nothing in this document.
Q Okay. Next is a three-page letter, number 55, Gygax to Arneson dated January 28, 1975; what should we look for here?
A On Page 3, Paragraph 3.
Q Which would be the last Paragraph of the letter?
A Yes, sir.

Q Document 60, one-page letter from Gygax to Arneson bearing the date February 19, 1975; what would you like to refer to?

A Paragraph 3.

Q All right. Document 61, a letter from Brian Blume, that is B-l-u-m-e, to Dave Arneson dated February 28th, 1975. I guess it's the whole letter since it's only one paragraph in essence?

A I believe this one was also another inadvertent copy. I don't see any reference.

Q All right. Document number 62, a two-page letter, Gygax to Arneson bearing the date March 31, 1975. What would you like to refer to?

A Specifically on Page 2, Paragraph 4.

Q Is that the paragraph that starts, "No question"?

A Yes, sir. And also Paragraph 7.

Q That would be the last paragraph?

A Yes, sir.

Q Document 72, which appears a two-page document, could you tell me what this is?

A Yes, sir. This is in reference actually to your earlier question as to my acquisition of stock in TSR.

Q All right. Let me read it first.

All right. Now, this apparently is from Gygax to yourself?

A Yes, sir.
Q Would you explain to me just what the arrangement was for purchase of stock; is this the option you referred to?
A Yes, sir.
Q It says you may buy up to ten shares if you wish; did you go ahead and do that?
A Yes, sir. I exercised not the entire option. I believe I only purchased five shares.
Q Isn't that what you testified to earlier, or are you correcting your earlier testimony?
A I am augmenting my earlier testimony. This is in addition to the earlier stock references we discussed.
Q All right. Now --

MR. WEINSTEIN: (Interposing) Excuse me. For the record then, at some point you owned 60 shares; is that correct?

THE WITNESS: Yes, sir.

MR. WEINSTEIN: And did you sell five shares?

THE WITNESS: Yes, sir.

MR. WEINSTEIN: When did you sell five shares?

THE WITNESS: During the spring of 1977.

MR. WEINSTEIN: And to whom?

THE WITNESS: The stock was sold three shares to Heritage Models, one share to David Wesley, and the fifth share is actually still available for sale.

MR. WEINSTEIN: So you currently own 56?

THE WITNESS: 56, Yes.

BY MR. PUERNER, (Continuing)

Q What did you get for these shares per share?

A I received the par value on the shares, which was $110 per share.

Q And you have a share available for sale at $110 now?

A Yes, sir.

Q How about the other shares that you have; are they also available for sale?

A No, sir.

Q Moving ahead here, next is numbered 73, but it appears that this is just the first page of a letter; is that correct? Maybe you can tell me what 73 is?

A I think that's the rest of the -- right there.

MR. HIRSCH: Apparently that's all there is.

MR. PUERNER: Off the record.

(Whereupon, there was a discussion off the record.)

BY MR. PUERNER, (Continuing)

Q All right. Mr. Arneson, would you just tell me what

at least Page 73 is?

A It is a letter from Gary Gygax to myself dated 2 July 1975.

Q And what --

A (Interposing) The Paragraph I'm referring to would be the last paragraph on this first page.

Q All right. Let's go on to the next one, which is marked 76. What is this?

A This is a letter from I believe Mr. Gygax to myself. Off the record a minute.

(Whereupon, there was a discussion off the record.)

BY MR. PUERNER, (Continuing)

Q All right. Is there anything on the first page of this letter that we're looking at here that you want to make reference to?

A No, sir, not on the first page.

Q Let's go on then to the very last document in this group. It doesn't appear to have a stamped number on it. While they're doing that, I have a few more questions.

MR. WEINSTEIN: What is that, a three-page --

THE WITNESS: (Interposing) A three-page letter, and that's the middle page.

BY MR. PUERNER, (Continuing)

Q Mr. Arneson, have you had any communications either

written or oral with any personnel of TSR since your first deposition in July of 1979?

A No, sir.

Q The information that you've referred to regarding movies, literary, and computer programs, did you receive any of the information from personnel of TSR regarding that subject?

A No, sir.

Q I'd like to have marked a few more documents. Let's start with this one, which would be 18, and go right through the group.

(Whereupon, Exhibits 18, 19, 20 and 21 were marked for identification.)

BY MR. PUERNER, (Continuing)

Q I'm showing you, Mr. Arneson, an Exhibit marked 18 and ask you what this is?

A This is a letter by Gary Gygax which appeared in the Great Plains Game Players Newsletter.

Q Okay. Explain what this newsletter is, if you would, please?

A The Great Plains Game Players Newsletter is run by a Jim Lurvey in North Dakota, I believe, and it is a mimeographed publication that is sent to approximately 75 or 80 people that live in the upper Midwest.

Q How often does he do this?

A He published approximately once every two months.
Q All right. I see no date on Exhibit 18 unless I've missed it; can you verify that?
A The Great Plains Game Players Newsletters are usually numbered and the dates are not put on in publication.
Q All right. I show you number 19, which is another portion of at least the same newsletter; is that correct?
A This refers to newsletter number 7, which would be a subsequent issue of the same publication.
Q Would that have been circulated within a couple of months of the first one we're looking at there, number 18?
A Yes, sir.
Q And 20, again is another portion of the newsletter; is that correct?
A Yes, sir. This refers to number 16.
Q I assume there is more to these newsletters than what we're looking at here, is that correct?
A Yes, sir.
Q Do you know where these portions of newsletters came from; did it come from your file?
A Yes, sir, they came from my file and were provided to my attorneys.
Q And I assume that you have the complete newsletter from

which they came in your possession some place?

A The complete newsletters, I believe, is in the possession of my attorneys.

Q I show you a -- which is going to be stapled together -- packet of documents which have been marked as one exhibit, number 21; could you tell me what this is?

A This is a copy of an early manuscript of "Dungeons and Dragons" provided to me by Mr. Gygax for my editing and reviewal.

Q Now, I recall in your prior deposition you said there were several drafts of the work before it went to press, so-to-speak; would this be the first draft? Can you identify it as such?

A Judging by what I have been able to read in this draft, it would either be the first or second draft provided to me.

Q All right. Could we have the original of this? I'd just like to -- is that laying here someplace?

MR. WEINSTEIN: Do we have that?

MR. PUERNER: Yes. I saw it this morning.

MR. HIRSCH: It's in there.

MR. WEINSTEIN: Okay.

BY MR. PUERNER, (Continuing)

Q Now, you say this was submitted to you by Mr. Gygax and then you did something with it?

A Yes, sir.
Q Would you explain in more detail just what you did after you received this?
A I would have gone through it, sir, page by page making any corrections and additions and provided those corrections and additions to Mr. Gygax.
Q Now, are the corrections and additions that you refer to actually on this document, or are they separate from it?
A No, sir. They would have been provided separately to Mr. Gygax.
Q And I assume from your previous testimony that you no longer have a copy of these additions and corrections?
A That is correct.
Q Well, is it because you just simply did not make a copy before you returned it to Mr. Gygax?
A That is correct, sir.

MR. WEINSTEIN: Excuse me. With regard to this document that we're referring to, is the particular original to which Mr. Puerner was referring, is that the actual document provided to you by Mr. Gygax, or was that a retyped version, or do you know?

THE WITNESS: I am not sure. On two occasions portions were completely retyped by

either myself or one of the wives of local friends who would have done that. My supposition would be that since this is an original that the carbon would have been provided to Mr. Gygax which would indicate that this is actually my revision of what he had given me on what would be, I believe as I said, the second draft.

BY MR. PUERNER, (Continuing)

Q In other words, while you're not sure, what you're I think you said assuming or what we're looking at here, Exhibit 21, was actually typed by you or somebody working with you in Minnesota?

A Yes, sir. That is very likely.

Q Can you tell from the type, is there anything that would lead you to -- well, let me just ask you this.

In looking at, for example, on a page that has a little pencil mark on it, 26, up in the right-hand corner, I see there's something written in there. Do you recognize that writing?

A No, I do not recognize the writing. It is rather scrawled.

Q Well, could you say that it is not your handwriting?

A It does not look like my handwriting, no.

Q So somebody else must have put that on there. So as I understand your testimony, you don't remember

definitely whether this is what you received from Mr. Gygax, or a retyped version that you prepared and sent him?

A That is true.

Q Now, I don't quite understand this. As I understand the origin of this document, this came out of your file; did it not?

A Yes, sir.

Q So it certainly wasn't something that you sent him; you might have sent him, what, a copy of it? Is that what you're saying?

A He may have either -- if he sent it to me he may have retained the carbon himself, or I might have sent him my carbon.

Q I see.

MR. WEINSTEIN: Off the record.

(Whereupon, there was a discussion off the record.)

BY MR. PUERNER, (Continuing)

Q Backing up to some testimony from this morning, as I understand it it was your understanding, as you state, that when you entered into the agreement with TSR -- I'm talking about the agreement, Exhibit 5, that relates to D & D --

MR. WEINSTEIN: (Interposing) Counsel, if we're going to make it to court on time we will

have to leave at about 20 minutes to.

MR. PUERNER: All right.

MR. WEINSTEIN: And you've got to leave here about 4 o'clock to make your 5 o'clock flight, so I think we've got plenty of time.

BY MR. PUERNER, (Continuing)

Q Now, as I understand your testimony, it was your intention at least, or your understanding that when you entered into this agreement you would be paid a royalty on the original "Dungeons and Dragons" and, as you describe them, derivatives of it; is that what your understanding was?

MR. WEINSTEIN: I'm sorry. I was inattentive. Would you read back the question, Mr. Reporter?

(Whereupon, the Reporter read the question.)

THE WITNESS: My understanding is that I am to be paid royalties on the game rules or game entitled "Dungeons and Dragons."

MR. PUERNER: Is that all?

THE WITNESS: Yes.

MR. PUERNER: All right. I have no further questions.

EXAMINATION

BY MR. WEINSTEIN:

Q In your definition of games rules, or the game of "Dungeons and Dragons," what do you include?

A The family of "Dungeons and Dragons," the game which began in '74 with the publication of the first three booklets which were referred to entitled "Dungeons and Dragons," as well as the future derivatives and supplements that might grow out of that original concept, original set of rules.

Q You referred to on Bates number 28, and that is the first page of Exhibit 17 to this deposition, and I think you referred to the third paragraph, and you're referring to something about your name on those rules; does this letter of 3 May 1973 and that paragraph in particular refer to "Dungeons and Dragons," or does it refer to some other game?

A I believe the reference, if you consult earlier correspondence and if you read through on this particular series of correspondence, that the ~~reference~~ letter of May 3, 1973, refers to the ~~is to the~~ early Fantasy Rules which became "Dungeons and Dragons," however, the reference in the third paragraph of that letter is to a set of Napoleonic campaign rules which I was preparing with Dave Wesley.

MR. PUERNER: I would only interject here that this letter was written by Mr. Gygax, so as to what was meant in that paragraph would be

for Mr. Gygax to testify to, but I have no --

MR. WEINSTEIN: (Interposing) What you understood it to mean. Did you just describe what you understood it to refer to?

THE WITNESS: Yes, sir.

BY MR. WEINSTEIN, (Continuing)

Q Okay. Earlier in your testimony you referred to D & D as the first role playing game. Did you mean that it was the first published role playing game, or did you mean that it was the first game extant of it's kind whether published or unpublished?

A My reference was to it being the first published role playing game.

Q I think we've pretty well covered how much stock you owned and where you got it and what has happened to the rest of it. I have no further questions.

MR. PUERNER: Has this been marked as an Exhibit?

MR. BEARD: I think it was an exhibit in the first deposition.

Are we intending to come back?

MR. WEINSTEIN: We can. I'm prefectly happy to do so. I think we better get on our respective horses at this moment and go over to the pre-trial.

MR. PURERNER: Well, I don't think we want to keep Mr. Arneson sitting here if we're not definitely going to come back.

What do you have in mind, John?

MR. BEARD: Well, there was this that we hadn't gotten into. I don't know.

MR. PUERNER: Well, let's mark them as exhibits. Has this been marked as an exhibit?

MR. BEARD: No.

MR. PUERNER: Let's mark these two as exhibits. I just want to have them identified. I'm sure that Mr. Arneson stands by what he says in his articles.

(Whereupon, Exhibits 22 and 23 were marked for identification.)

FURTHER EXAMINATION

BY MR. PUERNER:

Q I show you Exhibit 22 and ask you what that is?

A This is an article I wrote for Different Worlds Magazine.

Q I see. You actually wrote it yourself?

A Yes, sir.

Q And I show you Exhibit 23 and ask you what this is?

MR. HIRSCH: Now, that is something we've not received copies of; is that correct?

MR. BEARD: That's correct.

THE WITNESS: Okay. This is the cover to the first book in "Adventures in Fantasy."

MR. PUERNER: And did you have anything to do with that?

THE WITNESS: Yes, sir. I wrote it in conjunction with Mr. Richard Sneider.

MR. PUERNER: I have no further questions.

MR. WEINSTEIN: I have only one, and that is with Exhibit 22. When was this published; do you have any idea?

THE WITNESS: It would have been published in June or July of 1979.

MR. WEINSTEIN: Okay. Mr. Arneson, you have the right to read and sign the deposition, and I suggest that we do so in the following fashion. If the Reporter will send me a copy of it along with a signature page we will promptly have Mr. Arneson read and sign this portion of the deposition.

* * *

_____

The Witness

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

BE IT KNOWN, that I took the deposition of DAVID ARNESON, pursuant to Agreement of Counsel; that I was then and there a Notary Public in and for said County and State; that I exercised the power of that office in taking said deposition; that by virtue thereof I was then and there authorized to administer an oath; that said witness before testifying was duly sworn to testify the truth, the whole truth and nothing but the truth relative to the cause specified in the title; that I am not employed by nor related to any of the parties hereto nor in any way interested in the outcome of this action; that the deposition was carefully read by the witness and signed; that this is an accurate transcription of my stenotype notes to the best of my ability prepared under my direction and control.

WITNESS MY HAND AND SEAL THIS 30th day of September, 1980.

James A. Woitalla

JAMES A. WOITALLA, RPR
Notary Public
Hennepin County, Minnesota

My commission expires April 28, 1987.

CORRECTION PAGE TO SEPTEMBER 18, 1980 DAVID L. ARNESON DEPOSITION

Page	Line	Notes
5	14	Says "No, I do not." and should say "A copy was provided to my attorneys."
5	20	Says "Royalties extended from about 1972 until mid 1974." should say "Royalties extended from about 1972 until 1973.
5	23	Says "In mid 1974 Don Lowry quit paying us royalties." and should say "In 1973 Don Lowry quit paying us royalties.
15	7	Says "I was about 9 years old at the time." and should say "I was about 13 or 14 years old at the time."
16	15	Says "fifth grade and in 1962 -- 1962" and should say "fifth grade and in 1964 -- 1964".
17	11	Says "Mr. McGarry" and should say "Mr. Megarry"
17	12	Says "McGarry" and should say "Megarry".
17	15	Says "Mr. McGarry" and should say "Mr. Megarry".
18	3	Says "Mr. McGarry" and should say "Mr. Megarry".
18	9	Says "Mr. McGarry" and should say "Mr. Megarry".
21	16	Says "spring of 1975" and should say "fall of 1975".
40	2	Says "increased two to three thousand fold" and should say "approximately 40 to 50 fold".
48	14	Says "people looking at particular information in D & D or" and should say "people looking up particular information in D & D or".
78	20	Says "particular series of correspondence, that the reference" and should say "particular series of correspondence, that the letter of".
78	21	Says "is to the early Fantasy Rules which became 'Dungeons" and should say "May 3, 1973, refers to the early Fantasy Rules which became 'Dungeons"
78	22	Says"and Dragons." and should say "and Dragons,' however, the reference in the third paragraph of that letter is to a set of Napoleonic campaign rules which I was preparing with Dave Weseley."

I have read my deposition and it is true and correct with the foregoing changes.

David L. Arneson

David L. Arneson

ORIGINAL

UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

FOURTH DIVISION

- -

David L. Arneson,

Plaintiff,

vs. Civil Action No. 4-79-109

Gary Gygax and TSR Hobbies, Inc., a corporation,

Defendants.

- -

Deposition of DAVID L. ARNESON, taken pursuant to Notice of Taking Deposition, and taken before Andrea C. Weldon, a Certified Shorthand Reporter and Notary Public, in and for the County of Hennepin, State of Minnesota, on the 18th day of July, 1979, at 204 Minnesota State Bank Building, 200 South Robert Street, St. Paul, Minnesota 55107, commencing at approximately 10:00 o'clock a.m.

Filed SEP 11 1979 19

Harry A. Sieben, Clerk

By Denise La Fond

Deputy

(36)

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EXHIBIT INDEX

DEFENDANTS' EXHIBIT 1A: "DUNGEONS & DRAGONS", Rules for Fantastic Medieval Wargames Campaigns Playable with Paper and Pencil and Miniature Figures. By Gygax & Arneson. "MEN & MAGIC", Volume 1 of three booklets.

DEFENDANTS' EXHIBIT 1B: "DUNGEONS & DRAGONS", Rules for Fantastic Medieval Wargames Campaigns Playable with Paper and Pencil and Miniature Figures. By Gygax & Arneson. "MONSTERS & TREASURE", Volume 2 of three booklets.

DEFENDANTS' EXHIBIT 1C: "DUNGEONS & DRAGONS", Rules for Fantastic Medieval Wargames Campaigns Playable with Paper and Pencil and Miniature Figures. By Gygax & Arneson. "THE UNDERWORLD & WILDERNESS ADVENTURES", Volume 3 of three booklets.

DEFENDANTS' EXHIBIT 2: Magazine article: "An Interview with Dave Arneson", published in "THE SPACE GAMER", Number 21.

DEFENDANTS' EXHIBIT 3: Magazine Article: "My Life and Role-Playing" by Dave Arneson, published in

"DIFFERENT WORLDS", June/July, 1979, Issue 3.

DEFENDANTS' EXHIBIT 4: Agreement dated January 4, 1974, signed by David L. Arneson and E. Gary Gygax.

DEFENDANTS' EXHIBIT 5: Agreement to take effect April 1, 1975, signed by Dave Arneson and Gary Gygax.

DEFENDANTS' EXHIBIT 6: A handwritten list entitled "FEMALE DEMONS" purported by witness to be for proposed series of miniature figures with the size of the figure given and a general description of that figure prepared by Mr. Gygax and sent to the witness.

DEFENDANTS' EXHIBIT 7: A handwritten list entitled "DEMONS", purported by the witness to be a list of proposed figures with a general description prepared by Mr. Gygax and sent to the witness.

DEFENDANTS' EXHIBIT 8: A two-page, handwritten list purported by the witness to be a proposed outline for the organization of "DUNGEONS & DRAGONS", prepared by David Megarry at witness' request.

DEFENDANTS' EXHIBIT 9: A handwritten list purported by the witness to be a proposed organization for the "DUNGEONS & DRAGONS" booklet, Book 1, prepared by David Megarry at the witness' request.

DEFENDANTS' EXHIBIT 10: A two-page, handwritten notes purported by the witness to be proposed organization of the first booklet for "DUNGEONS & DRAGONS", handwriting unknown.

DEFENDANTS' EXHIBIT 11: A three-page, handwritten document purported by the witness to be notes on the first draft that Mr. Gygax sent to witness for "DUNGEONS & DRAGONS" in both David Megarry's handwriting and the witness' handwriting, containing suggested changes and alterations of first draft.

DEFENDANTS' EXHIBIT 12: Handwritten notes purported by the witness to be notes on the first draft of "DUNGEONS & DRAGONS" in the witness' handwriting with the page numbers.

DEFENDANTS' EXHIBIT 13: Purported by the witness to be a copy of the first draft of "DUNGEONS & DRAGONS", transmitted to the witness by Mr. Gygax.

DEFENDANTS' EXHIBIT 14: A two-page, handwritten letter, unconfirmed date, purported by the witness to be in Gary Gygax's handwriting, transmitted from Gary Gygax to the witness.

DEFENDANTS' EXHIBIT 15: A typewritten letter dated December 27, 1973, from Gary Gygax to the witness.

APPEARANCES:

J. Michael Hirsch, Esquire, and Maher J. Weinstein, Esquire, Attorneys at Law, of the firm of MOSS, FLAHERTY, CLARKSON & FLETCHER, 2350 IDS Center, Minneapolis, Minnesota 55402, appeared representing the Plaintiff.

Paul R. Puerner, Esquire, and John L. Beard, Esquire, Attorneys at Law, of the firm of MICHAEL, BEST & FRIEDRICH, 250 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, appeared representing the Defendants.

ALSO PRESENT: Defendant Gary Gygax.

- - -

WHEREUPON, the following proceedings were duly had:

- - -

DAVID L. ARNESON,

the Plaintiff in the above-entitled action, after having been first duly sworn, testified under oath as follows:

MR. PUERNER: Just for the record I would like to state that the witness here today is appearing pursuant to Notice and would also like to stipulate, where appropriate, that copies of documents can be marked as exhibits in lieu of originals.

MR. WEINSTEIN: So stipulated.

MR. PUERNER: And the originals will be then kept in the custody of whoever produced them and make them available to counsel for inspection at a mutually agreeable time and place.

MR. WEINSTEIN: That's agreeable. I think we probably ought to append copies of any exhibits to the original that is filed, but --

MR. PUERNER: Fine.

MR. WEINSTEIN: I think that we can keep our own copies of documents or originals, as the case may be.

MR. PUERNER: All right.

Just a couple of other things. As a matter of terminology, you are going to hear the term "Dungeons & Dragons" quite a few times during this deposition and I am going to shorten that to "D & D" just so the witness understands what D & D is. Also, the Defendant is TSR Hobbies, Inc., and I'm going to refer to them as TSR.

CROSS-EXAMINATION

BY MR. PUERNER:

Q Would you state your name and address, please?

A David L. Arneson, 1415 Jessamine Avenue West, Apartment 101, St. Paul, Minnesota 55108.

Q What is your age?

A Thirty-one.

Q Would you tell me your educational background since high school?

A Okay. Started out at Hamline University. I went one year there. I went four years then at the University of Minnesota finishing there in 1971.

Q What did you study at the University?

A I majored in history and minored in political science.

Q And you say you did graduate in '71?

A Finished in '71.

Q Since your graduation from high school, could you tell me what your work experience has been?

A Upon finishing college, I worked during the summer at the State Fair in the Treasury Department selling tickets and counting money. I then did some security guard work for about a year off and on and predominantly little till I went to Lake Geneva, Wisconsin and went to work for TSR.

Q Okay. In 1971 you went to Lake Geneva, or '76?
A No. No. '76.
Q And what was your position with TSR?
A I was Director of Research.
Q As Director of Reserach, what were your duties and responsibilities?
A Examining games, going over game ideas that were sent in, answering some correspondence, helping out wherever some assistance was needed. I did some work in the Shipping Department.
Q Did you do any creative work writing game materials, any of that kind of thing?
A I did some work on several projects while I was there, yes.
Q What were those projects?
A Did some work on a game referred to as "LITTLE BIG HORN". I did another project that was for Heritage Models of Texas. I think it was going to be called "SYSTEM 12".
Q And how long did you work for TSR?
A Approximately 10 months.
Q Now, during this period, the 10-month period while you were working for TSR, were you also designing games on your own as a free-lance designer?
A No.
Q Had you done some of that work prior to your employment at TSR?

A Yes.
Q Would you tell me what that involved?
A I was interested in doing some supplemental material to a game called "DON'T GIVE UP THE SHIP".
Q Is that the first project you worked on?
A This was a project that was published in 1972. I prepared some additional booklets to go along with that.
Q Let me understand this.
A Sure.
Q This "DON'T GIVE UP THE SHIP" was a game that had been written by someone else; is that correct?
A No. This was a game that was a collaborative effort by three individuals.
Q Who were those individuals?
A Mike Carr, Gary Gygax and myself.
Q After that was written by those three, you did some work in a supplementary manner?
A Supplemental material.
Q Was that published?
A No.
Q What happened to it?
A Oh, it's still sitting in my file.
Q So, you never sold it?
A No.
Q Did you try to sell it?

A Oh, yes.
Q What was the next project you worked on in the way of game design?
A The next major project was a game called "NARVIK" which was a World War II game set in Norway.
Q Did you sell that?
A No.
Q Did you attempt to sell that?
A Not seriously, no.
Q All right. We've gone through two projects. What was the next one?
A The next major project was "DUNGEONS & DRAGONS".
Q And that is the game that's published by TSR?
A Correct.
Q We're going to get into that in more detail later. But while we're on your game design background, after "DUNGEONS & DRAGONS", what was the next project, if any?
A We prepared some "NAPOLEONIC CAMPAIGN RULES".
Q Who is "we"?
A Local gamers and myself.
Q Go ahead. I interrupted you.
A I was the referee for a game.
Q You actually prepared some written materials for this game?
A Yes.
Q Were these published?

A They have been published over the years in various forms. Nothing in my name, though.

Q Under whose name?

A David A. Wesely.

Q In other words, you participated in forming or in designing this game but you weren't named as the author? Is that --

A No.

Q Is that correct?

A Correct.

Q So, you didn't get paid anything for that?

A No.

Q All right. What came next?

A The next efforts were devoted primarily to D & D material, Fantasy game material.

Q Would you explain that in a little more detail, what that involved?

A Preparing information to go along with the game about treasure, monsters, combat systems, campaigns, preparing work on a supplement referred to as Blackmoor.

Q Of these works that you just mentioned, which of any of those were published?

A Blackmoor was published by TSR Hobbies. The remaining material appeared in a work called "FIRST FANTASY CAMPAIGN" published by Judges Guild.

Q Is that still being published?

A Yes.
Q Do you receive royalties for that?
A Yes.
Q After Blackmoor and the other things that you just described, what else happened in the way of game design?
A That pretty much brings us up to '76.
Q So, other than those items that are published by TSR and for which you received compensation of one kind or another, do I understand you correctly that you have just one other game that's been published on which you have been paid?
A Prior to 1976, yes.
Q Let's take it from there, then, since 1976.
A Okay.
Q I want to stick to your game design --
A I understand.
Q -- work.
A I understand. All right. I did some design work for Heritage Models of Texas consisting of "IMPERIALISM".
Q Excuse me. Did you do that work as an employee of Heritage?
A I worked for them on a per-job basis.
Q I see.
A They would pay me a set fee to do the job.
Q Did you receive a set fee for this work?
A Yes.

Q Would you describe in a little bit more detail just what they have titled this work that you did for them?
A Yes. It's called "IMPERIALISM".
Q And how much did you receive for "IMPERIALISM"?
A $350.
Q Did you do anything else for Heritage?
A Yes.
Q What was that?
A Worked on -- I helped work on a game called "QUEST".
Q Did that get published?
A Yes.
Q And did you receive compensation for that?
A Yes.
Q How much was it?
A About $500.
Q Anything else for Heritage?
A Just published?
Q No. Anything that you have done.
A All right. There's a set of rules referred to as, I believe, "TOLKEIN FANTASY RULES", I believe is the working title.

MR. WEINSTEIN: T-o-l-k-e-i-n?
THE WITNESS: Right.

A (By the witness, continuing) For this I will receive a royalty per copy sold.
Q Who is the publisher?
A Heritage Models of Texas.
Q But, it hasn't been published as yet?
A No.
Q You have entered into an agreement with Heritage for this?
A Yes.
Q And how are you going to be compensated?
A Royalties.
Q What is the royalty rate?
A Ten percent of cover.
Q When do you expect this to go to press?
A It's supposed to be at the press now, released next month.
Q Is this is the form of game rules? Would that be the --
A A game booklet, rules.
Q Do you play a game with the booklet? Is that what you do?
A Yes.
Q Anything else in the way of game design?
A Yes. Set of rules of Discovery Games called "KING SOLOMON'S MINES".
Q Discovery Games is a publisher that you work with?
A Yes. Yes.
Q And was it published?

A They will be released next month also.
Q And will you receive compensation for that?
A Royalties.
Q At what rate?
A Ten percent of cover.
Q Anything else in the works?
A Set of rules called "ADVENTURES IN FANTASY" by Excaliber Games to be released in September for which I receive 10 percent of cover.
Q Is 10 percent of cover a pretty standard rate, would you say?
A That's been my -- in my dealings, it has been.
Q Before we go on to whatever else you might have done, are you the sole author of these published -- or these games about to be published that you referred to?
A Yes.
Q All right. Anything else?
A A small book called "DUNGEON MASTERS' INDEX" which I published myself which was distributed by Heritage Models.
Q And when did that go to press?
A That was released in 1977.
Q And you are paid by the copy?
A I invested myown money to have it printed and produced.
Q And how many copies have you sold?
A There were 850, approximately, copies sold. It's no longer

in print.

Q Anything else?

A Not to the best of my knowledge.

Q Did you ever work as an employee of Heritage Models?

A No.

Q So, after you left TSR, have you been employed by any other concern?

A Not as an employee, no.

Q Would you say that the work since you left TSR has been primarily as a free-lance game designer?

A And consultant, yes.

Q Now, you say "consultant". What would that amount to?

A As an example, when I was working with Heritage Models, I was presented with several game ideas they were considering for purchase and publication for my evaluation, and I did so.

Q You did that for a fee, I assume?

A Yes.

MR. HIRSCH: Off the record.

(Discussion held off the record.)

Q I would like at this point to refer you to what I have been calling the original "D & D" three-volume set, which I'm sure you will recognize when I show it to you. I'm

not going to mark this as an exhibit now but it will eventually, of course, be an exhibit. But I think we can refer to it by title and identify it that way. The title - I'll read from it - is "DUNGEONS & DRAGONS" and the names Gary Gygax and Dave Arneson appear as the authors. The first volume is entitled "MEN & MAGIC". Volume 2 is entitled "MONSTERS & TREASURE". Volume 3 is entitled "THE UNDERWORLD & WILDERNESS ADVENTURES". Now, are you the Dave Arneson referred to on the cover of these three volumes?

A Yes, I am.

MR. WEINSTEIN: Excuse me for a moment. Let me take a look at these and perhaps -- I just want to check the copyright dates so that we're sure that these documents are the original or the first published. Is that what they are, Counsel? Are these copies of the first published works?

MR. PUERNER: Let's ask the witness first whether he can tell us.

Q (By Mr. Puerner, continuing) Can you, by looking at this --

A First published, you mean first print run?

Q Yes.

A No. They have the wrong cover for the first print run.

MR. PUERNER: Off the record, please.

(Discussion held off the record.)

MR. PUERNER: In view of what I have just been told about these three booklets, I'm going to have them marked as exhibits so that we know what he's talking about at some later date. Let's mark them Defendants' Exhibits 1A, 1B and 1C.

(At this time Defendants' Exhibits 1A, 1B and 1C were marked for identification.)

Q (By Mr. Puerner, continuing) Mr. Arneson, I would like you to explain to us how this three-volume set of booklets came into existence and particularly what part, if any, you played in the creation of these booklets going back from the very earliest participation you had.

A Okay. We originally -- we, I use the term to refer to the local group of game players -- began experimenting with fantasy rules, I believe, in 1972 when we first -- when I first drew up a dungeon for them to explore. The populating of the dungeon with monsters and filling it with treasure, the generation of characteristics for the characters that the players would be using, came about over a series of about a month as we began to do our first dungeon expeditions. We drew up several -- I drew up several sets of rules covering the monsters and treasures, the use of hit dice,

hit location, the use of different types and styles of magic.

Q Now, was this all done up here in Minnesota?

A Yes.

Q And you say you did actually prepare some written materials at that time?

A We prepared some written materials for use by our players.

Q You say "we". Who?

A The individual I was able to help get me to type this, David Megarry.

Q Now, this typewritten material that you referred to, is that still in existence?

A I have no copies. I do not know if it is still in existence someplace else.

Q But, something was typed up. Did you type it yourself?

A Yes. The majority of it, yes.

Q All right. Go ahead. Take it from there.

A We began playing this game adding to it as we went along. Then, we were in correspondence at that time with individuals in Lake Geneva, including Mr. Gygax, in relation to another project. We were in communication with them in Lake Geneva, including Mr. Gygax, in connection with a Napoleonic Campaign and mentioned to them that we were doing some fantasy adventures set in a dungeon around a town I had conceived and made up called "BLACKMOOR". On

one of our visits down there in the spring, we took several individuals that were residents of Lake Geneva down into the dungeon that I had made up for that which had, up until then, been used up here. They were very interested in acquiring additional information. They communicated with me by telephone and by letter over the next few months and we exchanged information and data - predominantly by phone, but also with some written correspondence - and a further, more extensive set of rules came about elaborating upon the original concepts that had been used by myself in the Blackmoor Campaign. And it came about that there seemed to be some interest in doing a set of rules that would cover it more extensively than just for the small group of individuals involved and might possibly be sold to some publisher for publication. Mr. Gygax approached several publishers without any success and it was decided at that time, since he had some financing available in Lake Geneva and had begun a small game company called TSR - I believe it was a partnership, however, at that date - that they would do it themselves. And during the course of the year 1975, '74 and '75, I believe, the bulk of the original "DUNGEONS & DRAGONS" was worked out via correspondence, mail, and a few visits and was eventually published I believe in December of '74 or early '75.

Q First of all, let's take this correspondence that you referred to. Is any of that still in existence?

A I have Mr. Gygax's replies to my letters.

Q And where are your letters?

A I sent them to Mr. Gygax.

Q And you didn't keep copies?

A No.

Q Well, tell me essentially what was in these letters that you say you sent to Mr. Gygax?

A Communicated with him ideas as to how to generate characters, giving them various attributes, how they might increase in what is referred to in "D & D" as experience level, the use of hit location and a combat system using hit dice, the populating of the dungeon with monsters, the awarding of treasures, what sort of treasure, whether it be gold, silver, jewels, magic items, a series of outdoor encounters, how to go about populating the dungeon. I'm sure I've forgotten something.

Q Now, you also referred --

MR. WEINSTEIN: Excuse me. I would like the witness to finish his answer.

Q I thought you were finished. Are you finished?

A Among other things, yes.

Q Now, you also referred to phone calls. What was transmitted in these phone calls you referred to?

A I discussed with Mr. Gygax some of the games we had played, problems encountered, solutions to the problems, approaches to the game were discussed in detail as to how matters should be handled that might come up in the course of the game. Virtually every aspect of the game was discussed by phone at one time or another.

Q Now, other than the letters that you referred to which apparently are no longer in existence, did you furnish any other written material?

A There were, with the letters, copies of my original dungeon and the information I had given my players as well as the rules I had used as guidelines in any refereeing of the games and stories about -- stories that some of the players had written up about their adventures.

Q Is any of this material still in existence?

A Some of the original materials and the adventures appeared in the work "FIRST FANTASY CAMPAIGN".

Q This was published later, after "D & D"?

A Yes. This was published in late 1977.

Q I'm talking about the actual materials that you say you furnished TSR prior to publication of "D & D". Is any of that still in existence?

A Other than that which appeared in "FIRST FANTASY CAMPAIGN", no.

Q I'm talking about the materials themselves that you say you furnished. Do you have --

MR. WEINSTEIN: Physical?

MR. PUERNER: Right.

Q (By Mr. Puerner, continuing) Do you have copies of any of that material?

A Yes.

Q Then, have you produced those copies in this litigation?

A As they have all appeared in "FIRST FANTASY CAMPAIGN", that was presented to my attorneys.

MR. HIRSCH: Off the record, please.

(Discussion held off the record.)

Q All right. Let's get this clarified. I'm trying to pin down exactly what you furnished - the physical form - to TSR prior to the publication of "D & D" which had something to do with the final work.

A As I said, the outlines for the encounter charts, the hit dice system, the combat system for hit location, the treasures and magic items, additional monsters in the

dungeon, how to go about setting up a campaign as I sent him information on my campaign that I had set up.

Q All right. Again, are any of these materials thatyou just referred to in existence that you know?

A The materials that I sent to Mr. Gygax, I do not know if they still exist. As I am trying to explain, what items were still in my possession that had not been published by TSR, I had published in "FIRST FANTASY CAMPAIGN". There are no items outside of what has appeared in publication that still exists to my knowledge.

Q Let's go forward, then. We're moving towards publication of what are essentially the same thing as Exhibits 1A, 1B and 1C. Did you participate in the writing, the actual writing of these booklets?

A Do you mean typing of the final drafts?

Q No. The actual writing of what has ended up in these booklets.

A Yes, I assisted.

Q In what way?

A By the providing of original concepts and information that I had evolved.

Q You're not answering my question.

I said, did you write anything that appears in any of these three booklets? Did you actually write the sentences?

A Verbatim?
Q Yes.
A No.
Q So, there isn't a single sentence in any of these three booklets that you actually wrote yourself.
A To my knowledge, no.
Q And to your knowledge, the booklets were written by Gary Gygax; is that correct?
A As far as I know, he typed up the final draft.
Q So, your contributions, as I understand it, were these ideas, so to speak, that you were corresponding about and talking about over the telephone; is that correct?
A Predominantly.
Q Going back to these written materials that you said you sent to TSR, how long did it take you to put these things together, would you say?
A We worked on it probably over a year.
Q Steadily?
A Off and on. It wasn't . . . .
Q Going back to your testimony regarding the early playing of your Blackmoor game, I guess you call it, could you just identify who were the local players here that participated in that?
A John Snider, Richard Snider, Greg Swenson, Rich Johnson, Mike Carr, Steve Dobinspeck (ph), Pete Gaylord, Dave Wesely,

Ross Maker (ph), John Soukup (ph), Chuck Soukup (ph), M.A.R. Barker, Bill Hoyt (ph), Steve Rockford, Dale Nelson. Those are the names that come to mind.

Q There could have been more probably?

A There could have been more. I'm sure there were.

Q How many times would you say you actually sat down and played your Blackmoor game during this period?

A When we first began the project, for the next three months on the average we played every other day.

Q Just so I understand this correctly, when did this happen that you were playing every other day for several months? What year was this?

A This would have been in '72 immediately after we first began the campaign.

Q Did you ever play this game at some kind of a convention or get-together during this period?

A During 1972?

Q Yes.

A No.

Q Did you ever play this particular game at a convention?

A I have in the past years played this game using my original dungeon at conventions.

Q Now, this original dungeon that you refer to, what did that look like? Was this a piece of paper with some writing on it?

A The original Blackmoor dungeon was a series of dungeon levels, approximately 16, each of which consisted of a map, information on monsters and treasures, information on tricks and traps on each level within each room. There was a layout of the town and surrounding countryside with maps and monsters, treasures for each of these locations. There was a map of the tunnel system under the town, a map of the cavern system under the town. This was then extended later on in that first year to additional castles in other areas with dungeons underneath them, again each level being populated with these creatures as well as a general map that was prepared in that summer showing the area beyond the immediate environs of the first castle so that they could all be located in the course of playing the campaign.

Q It sounds like this amounted to quite a few pieces of paper. How many pieces of paper were involved?

A For the original dungeon there were probably 30 to 40 pieces of paper involved.

Q Now, when you played this game as you described with these various people back in 1972, did you have these pieces of paper in front of you as you played the game?

A I kept them in what was called the referee's notebook and referred to them during the course of play.

Q Did the players get to see these?

A Occasionally players would be allowed to see parts of the dungeon. However, the game, the game by its very nature, is to keep secret what the contents of the dungeon are so at no time were they allowed to see the entire thing.

Q Now, these 30 pieces of paper that you just referred to, did you send a copy of those to TSR prior to --

A Yes.

Q -- prior to publishing "D & D"?

A The copies of the first six to eight levels were sent - with monsters, creatures, et cetera - were sent to Gary.

Q And when did this happen?

A I believe I sent the copies in the early summer.

Q Do any of those maps - if that's the proper term for them - do any of those maps appear in these exhibits that we just marked 1A, 1B and 1C?

A No. No.

Q Now, I would like to refer to the name "DUNGEONS & DRAGONS". Did you have anything to do with the selection of that name?

A Mr. Gygax presented me with a series of names that he thought would be good for the game suggesting that "DUNGEONS & DRAGONS" would be one of the better ones, and I concurred on this.

Q So, the name was on a list prepared by someone else other

than you?

A Yes.

Q So, you had nothing to do with actually formulating that name.

A I did offer some suggestions of my own.

Q But they were not used?

A No.

Q Looking at our booklets again, 1A, 1B and 1C, did you have anything to do with the making of the illustrations that you see on the cover and also throughout the booklets?

A Within the booklets there are several illustrations that I did.

Q Could you identify those?

A Yes.

MR. WEINSTEIN: Identify, please, which booklet.

MR. PUERNER: Well, he's got to find them first and then we can get it on the record.

A That one (indicating).

Q Now, you are referring to Exhibit 1C and that would be this right here (indicating)? Is that what you're referring to?

A Yes.

Q What is that called?
A It's a Hydra.
Q And that appears on the title page, the first page after the cover page; is that correct?
A Yes.
Q Now, looking at this illustration, is this an exact copy of something that you sent to TSR? Is that correct?
A Yes.
Q Is there anything else in that?
A Yes.
Q All right. You are referring to Page 32; is that correct?
A Correct.
Q What is that called?
A That's a Lizard.
Q And that is Page 32 of Exhibit 1C.

Anything else?

A Not in that booklet. Let me take a quick look again.

Page 26. It's a Giant Beetle.

Q That is in Exhibit 1B?

MR. HIRSCH: Off the record.

(Discussion held off the record.)

A Page 5.
Q Purple Worm?

A Yes.
Q That's Page 5 in 1B.
A I believe that's all of them.
Q Now, going back to the period prior to publication of "D & D", did you see a draft of the manuscript prior to publication?
A Yes.
Q And who prepared that draft?
A Mr. Gygax prepared the typewritten draft.
Q What did you do with it?
A I took the draft and went over it making changes and notes in the work that I thought were needed. I also consulted with some of the other players here in Minnesota as to what they thought, their input, their suggestions.
Q Did thatinput of yours and others who played here, did that ever get back to Mr. Gygax?
A The annointed copy of the manuscripts were returned to him.
Q By "annointed copy", you mean that had comments on it?
A Yes.
Q Were those comments incorporated in the final manuscript?
A Some of them were, yes.
Q Could you identify what comments were incorporated into the final publication?
A (No response.)

Q Well, you say some of your comments got in there.
A Well, yes.
Q I'm just asking you whether you know what they were.
A The primary input was in character generation, the attributes that the characters should have, what the numbers were, what they should be rolling the dice for to generate the numbers, some suggestions on the monsters and treasures, the magic sword was extensively covered, a matrix. This was later extended to cover other magic items. These are a few that come to mind at the moment.
Q While we're on this subject, I'm a little confused but maybe you can straighten me out.

MR. PUERNER: I would like to have this marked as Exhibit 2.

(At this time Defendants' Exhibit 2 was marked for identification.)

Q I show you what's been marked Exhibit 2 and ask you whether you recognize this document?
A Yes, I do.
Q Could you tell me what it is?
A It's a copy of The Space Gamer Magazine.
Q That's a publication?
A It's a publication of games of science fiction and

fantasy.

Q When was this particular issue published, if you know?

A It was released sometime this spring, I believe.

Q 1979?

A Yes.

Q Now, the part that we're looking at that is attached to the cover is entitled "An Interview with Dave Arneson." Are you the Dave Arneson referred to there?

A Yes.

Q And there follows written material with statements following the initials "TSG". Who or what is "TSG"?

A "TSG" refers to the title of the magazine, The"Space Gamer".

Q That was some representative TSG that was asking the questions here?

A They communicated to me via telephone and letters with a series of questions.

Q So, they talked to you, they asked questions over the telephone and letter, and you answered? Is that correct?

A Correct.

Q And your answers to these questions are titled in each instance by your name; are they not?

A Yes.

Q Now, you were telling me before about some comments that you inserted on a draft copy of the game rules that were written by Gary Gygax and I'm a little confused in this

respect: If you will look on the second page of the interview at the top, the middle column, the question from TSG is: "How was the final rules draft developed?"

And your answer was: "All editing on the final draft was done in Lake Geneva and I did not see it before it went to press."

A I was referring to --

MR. WEINSTEIN: Wait a minute. What's the question?

Q I want to have you explain how you square that statement with the previous testimony that you gave, if you can.

A I'm referring to the final draft which was given to the printer.

Q So, the draft that you made comments on was something other than a final draft; correct?

A Correct.

Q The next sentence in your answer is: "It was very much a case of me providing various ideas and concepts but not having any say as to how they were used."

The ideas and concepts that are referred to here in your answer, are those the ideas and concepts you listed for me earlier in your testimony?

A Substantially.

MR. PUERNER: While we're looking at publications, I would like to have this one marked Exhibit 3.

(At this time Defendants' Exhibit 3 was marked for identification.)

Q I will show you Exhibit 3 and ask you whether you recognize this?

A I do.

Q If you will look to the last page, I think you will see the cover page from which it came. Could you tell me what this is?

A This is a publication, a game magazine called "DIFFERENT WORLDS".

Q And it was published when?

A It was published last month, I believe.

Q The article that is copied from the publication has your name on it as the author. Are you the Dave Arneson that's indicated there as the author?

A Correct.

Q Do I conclude from that that this article was written by you?

A Yes.

Q Now, if you will look on the first page of the article down in the third column at the bottom there is a reference

there to "CHAINMAIL". Do I understand your statement there correctly that some parts of "CHAINMAIL" were incorporated into your "BLACKMOOR" game?

A Correct.

Q Could you tell me what those portions were?

A The major portion which was used in the early days of the Blackmoor Campaign was something referred to as the Combat Matrix.

Q And the Combat Matrix from "CHAINMAIL" was used in "BLACKMOOR"; is that correct?

A In the beginning, yes.

Q Are there materials from "CHAINMAIL" incorporated in the "D & D" publications that we're looking at here, Exhibits 1A, 1B and 1C?

A To my knowledge there is nothing from "CHAINMAIL" that appeared in "DUNGEONS & DRAGONS".

Q Is it necessary for a person to have a copy of "CHAINMAIL" to play the game "DUNGEONS & DRAGONS"?

A No.

Q You mentioned this combat warfare or something that's carried over from "CHAINMAIL" into "BLACKMOOR". Is there anything else that you took from "CHAINMAIL" when you formulated your "BLACKMOOR" game?

MR. WEINSTEIN: Excuse me. I'm going to

object to the question as being a misstatement of what the witness said in that he said it was in the beginning. A Matrix of "CHAINMAIL" was used in the beginning of playing of Blackmoor.

MR. PUERNER: I'm sorry. I misunderstood.

Q Do I understand that you discontinued the use of the "CHAINMAIL" material at some point?

A Yes.

Q How about the monsters and magic items that are in "BLACKMOOR"; do those come from "CHAINMAIL"?

A Not to any degree, no.

Q Did some of them come from "CHAINMAIL"?

A In the first games there was some input from "CHAINMAIL".

Q How about armor and weapons in "BLACKMOOR"; did that come from "CHAINMAIL"?

A I'm unclear as to in what sense you're asking.

Q Well, do you understand what armor is?

A Oh, yes.

Q I'm just asking you whether the concept of using armor in the game, in "BLACKMOOR", came from "CHAINMAIL"?

A If you're referring to Armor Classes, no.

Q Did anything to do with armor get carried over from "CHAINMAIL" into "BLACKMOOR"?

A No.

Q How about the weapons that were used in "BLACKMOOR"? Did any of those come from "CHAINMAIL"?

A No. I did not make any differentiation in weapons in my campaign.

Q I don't quite understand your answer. My question was whether the weapons in "CHAINMAIL", if any of them got carried over and used in "BLACKMOOR".

A No.

MR. WEINSTEIN: Excuse me. As a point of clarification, when you are referring to "Blackmoor", are you referring to the campaign that Mr. Arneson testified he carried on and called "Blackmoor", or are you referring to a publication called "BLACKMOOR"?

MR. PUERNER: Well, let's clarify that.

MR. WEINSTEIN: Or let's ask what the witness is referring to.

MR. PUERNER: Yes.

THE WITNESS: I'm referring to the initial campaign.

Q (By Mr. Puerner, Continuing) All right. Eventually there was a publication called "BLACKMOOR"?

A Correct.

Q Is that materially different from the game you were playing

in this campaign that you referred to?

A It is based on the campaign I was doing.

Q There are some differences, though?

A Yes. There was a lot more with the campaign than appeared in the booklet.

Q I'll get to that a little later.

MR. PUERNER: I would like to have a couple of Exhibits marked, the two contracts, please.

(At this time Defendants' Exhibits 4 and 5 were marked for identification.)

Q I refer you now to Exhibit 4 and ask you, first, whether your signature appears on that contract?

A Yes, it does.

Q Where was this contract signed? Where did you sign it, I should say?

A To the best of my knowledge, I signed it here in Minnesota.

Q You recognize the name "E. Gary Gygax" on there?

A Yes.

Q Do you know where he signed it?

A I believe he signed it in Lake Geneva, Wisconsin.

Q How did it get between Minnesota and Lake Geneva?

A By U.S. Mail.

Q Do you who signed it first? Do you know the sequence of

how it was executed?

A I do not recall.

Q The date, January 4, 1974, do you recognize that handwriting?

A Yes.

Q Whose is that?

A That's mine.

Q That would be the date on which you signed the contract?

A Correct.

Q Who prepared this entitled "AGREEMENT"? Who prepared this agreement?

A To the best of my knowledge, it was prepared in Lake Geneva. I do not know who did it.

Q It was prepared by somebody unknown to you?

A Correct.

Q Before you signed this, did you consult with an attorney regarding its contents?

A No.

Q Now, looking at the second paragraph it refers to a certain set of game rules to be entitled "Dungeons and Dragons" as booklets. Is that reference to what eventually became Exhibits 1A, 1B and 1C?

A To the best of my knowledge.

Q At the time you signed this contract, had the game rules been published?

A No, I do not believe so.

Q They were in the process of being published? Is that your recollection?

A I believe we were still working on them.

Q I would like to refer you now to Exhibit 5 and ask you, first, whether your signature appears on this agreement?

A Yes, it does.

Q And do you recognize also the signature of Gary Gygax?

A Yes, I do.

Q Do you recall the sequence of execution of this agreement and the circumstances that led to it?

A Again, the agreement was sent to me via U.S. Mail from Lake Geneva, Wisconsin. I signed and returned it.

Q Do you know who prepared the agreement?

A Again, I do not know.

Q Did you consult counsel before signing this agreement?

A No.

Q Referring to the first paragraph of the agreement, Exhibit 5, there is again a reference to a set of game rules or game entitled "DUNGEONS & DRAGONS". Is that the rules that we are looking at here, Exhibit 1A, 1B and 1C?

A Substantially, yes.

Q When you say "Substantially", why do you use that term?

A There was additional material at this time we were working on which was also referred to as "DUNGEONS & DRAGONS".

Q What would that be?
A This was supplemental material that was to appear at a later date.
Q Did that ever get published?
A Some of it was, yes.
Q Can you identify what you are referring to?
A In my case, I was working on the supplement called "BLACKMOOR".
Q Anything else?
A Nothing that was published, no.
Q Now, are you saying that the reference here to game rules or the game entitled "DUNGEONS & DRAGONS" also included "BLACKMOOR"?
A At that time, my impression was "DUNGEONS & DRAGONS" was referring to the entire set of rules we were working on at the time.
Q Have you been paid a royalty for "BLACKMOOR" according to this contract?
A According to this contract, no.
Q Well then, how could it be included in the contract?
A At a later date we entered into a separate agreement referring to "BLACKMOOR".
Q So, as of now, at least, the reference here is not to "BLACKMOOR".
A Correct.

Q Before we leave that subject -- well, I'll get back to that. I've got it on my notes.

Now, going back to your prior answers to my questions as to paragraph one, was there any other materials other than "BLACKMOOR" that you consider to be included in the "DUNGEONS & DRAGONS" referred to in this contract?

MR. WEINSTEIN: Which contract are you referring to?

MR. PUERNER: Exhibit 5. I'm still on the second one.

A There was an unpublished material at that time left over from the first three booklets.

Q Did this ever get published?

A Frankly, I don't know.

Q You don't know of any that did get published?

A No.

Q That was the extent of it then?

A I believe so.

MR. WEINSTEIN: For the record, I'm permitting these answers but I want counsel to understand that to the extent they may constitute legal conclusions, I would like to retain an objection to them.

Q Now, at the time this second contract, Exhibit 5, was signed, the original "D & D" booklets had been published; had they not?

A I believe so.

Q Could you tell me why the original contract, Exhibit 4, was apparently replaced with a contract, Exhibit 5? What was the reason for that?

A I believe the reasoning was based on sales as far as the -- as "D & D" was sold, the pricing structure and distribution, et cetera, had shown that 20 percent was not a realistic figure. At that time also there was a change from a partnership to a corporation.

Q Let's go back to your statement that the 20 percent was not a realistic figure. Was it too high or too low?

A I was informed that it was too high.

Q So, you considered the second contract, Exhibit 5, a reduction in the royalty? Is that what you're saying?

A At the time it was less, yes.

Q Did it stay at a lower level or did it ultimately become a higher rate?

A It remained at the 10 percent stated in the contract.

Q Going back to your comments regarding the leftover material that you worked on at TSR that you didn't know whether it was ever published, was that leftover material ever published by you as "FIRST FANTASY CAMPAIGN"?

A In the first place, this was before I was working for TSR.

Q I'm sorry.

A And I am referring to "DUNGEONS & DRAGONS" as a game, not the three booklets that was referred to in the first -- four, is it?

Q Yes, the first one is four.

A Okay. The leftover material that had been sent with "DUNGEONS & DRAGONS" was, to my knowledge, not used in the manner in which I had sent it, in -- in the same form. To my knowledge, it did not appear in "FIRST FANTASY CAMPAIGN", either.

Q Now, both these agreements, Mr. Arneson, you and the other named co-author agreed to transfer, or I should say assign your copyright; is that correct?

A Correct, in return for royalties received.

Q Referring again to Exhibit 5, again to paragraph one, it says you assign your right to publish "in any form TSR deems suitable for commercial sales". What was your understanding as to what that means?

A That it would appear in a form that was most successful or most -- yes, most successful for commercial sales.

Q Such as the color, the type of paper?

A Packaging, coloring, editing to make it more understandable, different pictures.

Q And TSR was given the right to make those kinds of decisions as to --

A That was my understanding.

Q -- as to form?

They made the decisions? By "they", I mean TSR; is that correct?

A Okay.

Q In other words, just so I get this straight, the size of the booklet, for example, that we're looking at here, that was determined by TSR?

A Correct.

Q And the type of print that we see on the cover, for example, that was determined by TSR?

A Correct.

MR. PUERNER: I would like at this point to refer to the Complaint. Do you have a copy, Counsel, that you can show your witness?

MR. WEINSTEIN: I think so.

MR. PUERNER: I think we have an extra one, if you don't.

Q (By Mr. Puerner, continuing) First of all, I assume, Mr. Arneson, that you read this Complaint that we are looking at here before it was filed to start this lawsuit?

A Yes.

Q I would like you to refer to page three, Paragraph 1.12. That paragraph lists several publications - namely a box game entitled "DUNGEONS & DRAGONS BASIC SET", a three-volume set denominated "Original Collector's Edition", a one-volume work entitled "ADVANCED DUNGEONS & DRAGONS, PLAYERS' HANDBOOK", and a one-volume work entitled "DUNGEONS & DRAGONS, MONSTER MANUAL." Do you see those references in that Complaint?

A Yes, I do.

Q Then in the next paragraph which is numbered 1.13 it states, "As a result of the foregoing, Plaintiff has been damaged in an amount equal to one-half of 10 percent of the cover price of the above-described works sold by Defendant, TSR Hobbies, Inc."

Now, included in those above-described works that I just read into the record, is one entitled "Three-Volume Set Denominated Original Collector's Edition" - now you have been paid royalties on that; have you not?

A Yes, I have.

MR. PUERNER: Just to correct this, there appears to be an error in these pleadings and I would like to have counsel comment, in view of the witness' answer.

MR. WEINSTEIN: I'm going to decline the

opportunity to comment on the record, but I would be happy to comment to you off the record, if you would like.

MR. PUERNER: Fine.

MR. WEINSTEIN: If we may go off the record.

(Discussion held off the record.)

Q (By Mr. Puerner, continuing) Continuing, Mr. Arneson, I just want to get this straight. You have in fact been paid full royalty on what is identified in this Paragraph 1.12 as a Three-Volume Set Denominated Original Collector's Edition?

A To the best of my knowledge, on that item, yes.

Q Now, I would like to refer to this so-called "DUNGEONS & DRAGONS BASIC SET." Could we get that out?

Now, have you been paid a royalty on the sale of this Basic Set that we are looking at?

A I have not been paid a royalty on the game set as sold.

Q What have you been paid a royalty on?

A I have been paid a royalty on the booklet contained within the game.

Q What I have in my hand is the booklet you are referring to?

A Correct.

Q And that's entitled "DUNGEONS & DRAGONS" and it's a book with a blue cover?

A Correct.
Q And a picture of a dragon?
A Correct.
Q Now, you say you haven't been paid a royalty on the other items in this Basic Set; is that correct?
A Not on the complete package, no.
Q So, as I understand your testimony, the other items in the basic set you haven't been paid on.
A Correct.
Q Are those items called Playing Aids? Is that the term that's used? Is that the correct way to describe these?
A I believe so.
Q Let's see. I have here a plastic container which encloses some -- what are these? Dice?
A Yes.
Q Did you have anything to do with the creation of these dice?
A The dice are, I believe, manufactured in California.
Q Did you design those dice?
A No.
Q Did you have anything to do with the creation of any of these other playing aids that are in the Basic Set?
A No.
Q I'm going to refer to another item that's listed in Paragraph 1.12 - namely what has been referred to in

the shorthand way as the Players' Handbook.

MR. WEINSTEIN: Before we move on to the Players' Handbook, Counsel, I don't insist that the "DUNGEONS & DRAGONS BASIC SET" be marked as an exhibit, but I would like, for the record, a description of exactly what the Basic Set is, if I may, with your approval; or you may dictate into the record the description of it.

MR. PUERNER: Yes, I think I can do that.

On the back is a statement. "This box contains a complete DUNGEONS & DRAGONS game." Then it lists these items: "DUNGEONS & DRAGONS Game Book, Dungeon Geomorphs (Set 1: Basic Dungeon)." The next item is "Monster and Treasure Assortment (Set 1: Levels 1 to 3). And the final item is, "Polyhedra Dice Set."

Does that satisfy you?

MR. WEINSTEIN: Yes. I assume that that's what this particular exhibit or non-exhibit contains.

MR. PUERNER: Yes. I'm sure you will find, if you check in there, you will find those items.

Q (By Mr. Puerner, continuing) Now, I refer you to a hard cover book which has the title "ADVANCED DUNGEONS & DRAGONS" at the top and down at the bottom portion there is the name

"Players' Handbook". Is this the so-called Players' Handbook referred to in the Complaint?

A Yes.

Q Do you know who wrote the Players' Handbook?

A I believe the final draft was prepared in Lake Geneva by Gary Gygax.

Q Is there any single sentence in that publication that you wrote?

A No.

Q Were you consulted during the writing of the Players' Handbook?

A No.

Q Were you even aware that it was being written during the time it was written?

A Yes.

Q And how did you know that?

A Grapevine.

Q But, you had no communication with Gary Gygax regarding the Players' Handbook during the time it was written?

A No.

Q If you will look on the same page of the Complaint that we have been reading from, Paragraph 2.2 states, "Players' Handbook and Monster Manual were copied in substantial part and are wholly derived from the original work entitled 'DUNGEONS & DRAGONS' and each work bears the name 'DUNGEONS

& DRAGONS' as its most prominent feature."

I would like you, Mr. Arneson, to identify what portions of the Players' Handbook were copied from the original "D & D".

A Concepts that appeared in the Players' Handbook which originated with "D & D" and with myself are in the areas of characterabilities, a portion of the character classes --

MR. WEINSTEIN: Excuse me. I want to make sure of one thing. Your question is what from "D & D" --

MR. PUERNER: I said "what portions".

MR. WEINSTEIN: Of the handbook are copied?

MR. PUERNER: Of the Players' Handbook.

A Well, substantial parts of the entire book appear from "DUNGEONS & DRAGONS".

Q Can you refer me to some typical examples?

A As one example, the hit points appear substantially as they did in "DUNGEON & DRAGONS". The experience point system appears substantially as it does in "DUNGEONS & DRAGONS."

Q Anything else?

A Yes.

Q Go ahead.

A There are portions of every section. The armor class, time and distance movements, not all the spells but many of the spells, the clerics and magic-users' sections, the explanation of the spells many of which are identical as they appear in "DUNGEONS & DRAGONS", the character classes such as clerics, fighter, magic-user, et cetera, the character races and their descriptions as they are in "DUNGEONS & DRAGONS", characterabilities - did I mention that?

MR. WEINSTEIN: Let the record show that the witness is using the table of contents of the "ADVANCED DUNGEONS & DRAGONS, Players' Handbook" to establish his testimony for whatever purpose as he's answering this question.

Q (By Mr. Puerner, continuing) Go ahead.

A And encumbrance, many of the tricks, traps and encounters. The combat section with tables referring to turning undead, breath weapon attacks, missile attacks. Combat procedures such as saving throws, armor class, weapon factors. Damage, utilization of the hit dice, healing, morale, the mapping - this is an integral part of the game - the experience section, poison. It's . . . .

Q Have you actually read through the whole book, "ADVANCED

D & D"?

A Yes.

Q Have you attempted to mark up a copy as to what you claim has been copied from the original "D & D"?

A Yes, I have.

Q Do you have that with you?

A No, I don't think we brought that with.

MR. PUERNER: Counsel, I would like to obtain a copy.

MR. HIRSCH: That may be privileged. I don't know.

MR. PUERNER: Well, I am asking for it. You can respond any way you like.

MR. WEINSTEIN: We will consider your request for a copy of a marked-up copy of "ADVANCED DUNGEONS & DRAGONS, Players' Handbook" subject to my review of how that marking took place for question of either attorney-client privilege or work-product privilege, I will provide it. I do, in so stating, reserve the right to claim privilege in which case I will in writing inform you of the nature of the privilege which I claim.

MR. PUERNER: My response is simply, the witness has just sat here and testified as to what was copied. I'm just asking for greater detail to support

his answer, if there is such a thing.

MR. WEINSTEIN: And I would be pleased to provide that document to you that he's referred to if that document is not privileged and if you feel that it will materially be helpful in the preparation of your case.

MR. PUERNER: Very good.

Q (By Mr. Puerner, continuing) Has anyone else besides yourself attempted to compare the original "D & D" with "ADVANCED D & D" and made an analysis of this?

A Not to my knowledge.

Q When did you make this comparison and mark up a copy of the Players' Handbook?

A Shortly after the publication of the Players' Manual and when I was able to obtain a copy.

Q Was that before or after the Complaint was filed in this case?

A It was before the Complaint.

Q And what have you done with it? Do you still have it?

A The marked-up copy is in the possession of my attorneys.

Q Did they ask you to do this or did you --

A Yes.

Q I see. I assume that when you did this work, you had in front of you also the original "D & D" publication.

A Correct.

Q And you paged through all the publications and made a comparison.

A Correct.

Q How did you mark the Players' Handbook? How as the format of your marking?

A I marked those sections that were either identical or comparable, those sections that were based on concepts laid out within the original "DUNGEONS & DRAGONS".

Q In other words, you categorized your comments that you put in the book?

A Yes, I believe so.

Q You say there was some things that were identical. Did you find things that were identical?

A Yes.

Q And you marked them as such?

A They were marked.

Q And the other category, you say, is things that were comparable? Is that right?

A Comparable, based on the concepts originally laid out which has been elaborated upon.

Q Did you find anything in the Players' Handbook that did not appear at all in the original "D & D"?

A Yes.

Q What percentage of the Players' Handbook does not appear?

A I could not answer that.

Q What percentage would you say was copied in the term used in the Complaint?

A Again, I'm not in a position to comment on that.

Q Would it be less than 50 percent?

A I believe so, but --

Q Look.

MR. WEINSTEIN: I'm going to instruct him not to speculate if he doesn't know.

Q I show you now another hard cover book which at the top bears the title "ADVANCED DUNGEONS & DRAGONS" and at the bottom "Monster Manual" and I'm going to ask you first whether this is the so-called Monster Manual referred to in Paragraph 1.1 in the Complaint?

A Yes, it is.

MR. WEINSTEIN: For the record, Counsel, have there been more than one publication of either of these "ADVANCED D & D" books or has there only been one so that we know exactly what we're talking about?

MR. PUERNER: Correct me if I'm wrong, but I believe the answer is there has only been one.

MR. GYGAX: I believe that there's been a second edition of that going through and correcting

typographical errors.

MR. PUERNER: Other than that, it's the same?

MR. GYGAX: Yes.

MR. PUERNER: I will state for the record I have just consulted with Mr. Gygax and have been informed that there has been a second edition of the Monster Manual and that second edition is the same as the first except for the correction of certain typographical errors.

MR. GYGAX: And the inclusion of some additional art work.

MR. PUERNER: And inclusion of some additional art work.

Q (By Mr. Puerner, continuing) Now, looking at the Monster Manual, do you know who wrote the Monster Manual?

A It says on the cover, "By Gary Gygax".

Q You have no reason to believe that that isn't the case?

A I have no reason not to believe that he did not prepare the final draft for publication.

Q Again, I ask you whether you wrote anything that's in the Monster Manual?

A I did not help in the preparation of the final draft for the Monster Manual.

Q Did you help in any way draft the Monster Manual?

A During the preparation of the Monster Manual I was not,

again, consulted.

Q Were you aware that it was being prepared during its writing?

A Yes.

Q Could you tell me how you became aware of this?

A Grapevine.

Q Are you reluctant to identify your source of information?

A I'm not sure who told me first. It's . . . .

Q Somebody told you this? Is that it?

A Yes.

Q Again, referring to the Monster Manual, I'm going to ask you the same question I asked you with regard to the Players' Handbook. The Complaint states in Paragraph 2.2 that not only the Players' Handbook but the Monster Manual was copied in substantial part and wholly derived from the original "D & D".

A Correct.

Q Now, I would like you again to refer to the Monster Manual and identify what portions of that Monster Manual were copied from the original "D & D".

A The . . . .

Q Go ahead.

A The concepts within the individual descriptions of each monster within this book, such as the frequency, the movement, the hit dice, the treasure types, special attacks,

defenses appear also within the original "DUNGEONS & DRAGONS" and are based on concepts that I provided for "DUNGEONS & DRAGONS". Individual monsters within the book are described the same as they appear within "DUNGEONS & DRAGONS" as to their description, nature of hit dice, et cetera.

Q Are these descriptions that you referred to identical in any of the monsters that you see in the book?

A They are substantially identical.

Q Are there any monsters in the Monster Manual that do not appear at all in the original "D & D"?

A Yes.

Q Out of the total number of monsters in the Monster Manual, how many are original to it?

A I could not answer that question correctly at this time.

Q Again, have you gone through the Monster Manual and attempted to note in some way --

A Yes.

Q -- what was copied, as you claim?

A Yes.

Q And how did you do that?

A Went through and compared entries as they appeared in the Monster Manual with their descriptions in the original "DUNGEONS & DRAGONS".

Q Just so I get an idea, you went through page-by-page and

made a little note next to each monster's description? Is that it?

A Yes. Notes were made and comparative sections were copied and just put together.

Q Tell me what that means. You not only made notations in the book itself, but you did something else?

A Yes. The sections, the monster's descriptions were copied out and made into a comparative list so that identical points could be compared.

Q This would be a separate document that you are referring to other than the Monster Manual itself?

A Yes.

Q And you did this?

A Yes.

Q Is it in typewritten form?

A It's a Xerox paste-up.

Q So, you made Xerox copies of the two publications and you pasted them together, so to speak?

A Yes.

Q First of all, where is the copy of the Monster Manual that you marked up?

A Again, it is in the hands of my attorneys.

Q Did you do that about the same time that you marked up the Players' Handbook?

A Prior to that.

Q How about this paste-up Xerox comparison that you refer to? Where is that?

A That is also in the hands of my attorneys.

Q And that was done about the same time that you marked up the Monster Manual?

A That was done -- finally prepared about one year ago.

Q Directing you to both the Players' Handbook and Monster Manual, have you prepared other comparisons of the type that you just referred to?

A No.

Q How about the Players' Handbook; did you attempt to make a paste-up Xerox comparison for that?

A Not upto this time, no.

Q You did that only for the Monster Manual?

A Correct.

Q Can you play the game "DUNGEONS & DRAGONS" just using the Monster Manual?

A No.

Q What do you need? Have you ever played "ADVANCED D & D"?

A In its entirety, no.

Q Have you played original "D & D"?

A Oh, yes.

Q And when did you do that?

A Well, shortly after it was published we used that in our local game group.

Q That would be here in Minnesota?
A Yes.
Q Now, going back to this comparison work that you did, all this work was done prior to the filing of the Complaint, as I understand it.
A Substantially, yes.
Q Were you asked to do this by counsel or did you just sit down and do it on your own?
A I was asked to do it.
Q You say this was over a year ago?
A The Monster Manual was prepared about one year ago, August or September. I'm not sure of the exact dates.
Q So, as I understand it, you had communications with counsel on this litigation over a year ago.
A Yes.
Q All right. I'm going to refer again, if you could open that up to the same page we had before, page three of the Complaint.

MR. WEINSTEIN: Page three of the Complaint, Counsel?

MR. PUERNER: Correct.

Q Right at the end of Paragraph 1.12 there is listed the specific items that we have been talking about. It

concludes with this statement: "And numerous other playing aids and publications copied, derived and developed from 'DUNGEONS & DRAGONS'".

I would like to ask you first, to identify publications that are referred to in that statement, if you can.

A There have been a number of publications of playing aids geomorphs, figures, et cetera, based on "DUNGEONS & DRAGONS" for use with "DUNGEONS & DRAGONS" as part of that game.

Q Let me understand this. The word "publication" to me means something that's printed. Now, has there been anything printed and published that is included in the term "publications" that we have just been talking about here, that you know of?

A The geomorphs are printed. The playing aids that have been prepared are printed. The assortments are printed. Figures aren't printed.

Q I show you the Players' Handbook, page 127, which I believe is a listing of substantially everything that's sold by TSR, and I wonder if you could identify from that list what you were just referring to as these other publications identified in the Complaint.

A The items identified as "DUNGEONS & DRAGONS Playing Aids, Dungeon Geomorphs, Outdoor Geomorphs, Monster and Treasure Assortments, the Adventure Modules for Advanced DUNGEONS & DRAGONS, a proposed publication referred to as DUNGEONS &

DRAGONS, Gods, Demi-Gods and Heroes, DUNGEONS & DRAGONS Character Records." And there are a number of the "DUNGEONS & DRAGONS, Collector's Editions" and supplements to the original "DUNGEONS & DRAGONS."

Q Is that it?

A Yes, I believe so.

MR. HIRSCH: Counsel, this is an up-to-date list?

MR. PUERNER: I don't know. I assume it's reasonably up to date.

MR. HIRSCH: Has the referee guide been published?

MR. PUERNER: Pardon?

MR. HIRSCH: Has the referee guide been published? I suppose it's a Dungeon Master's Guide.

MR. PUERNER: Off the record.

(Discussion held off the record.)

Q (By Mr. Puerner, continuing) Mr. Arneson, if you look at that same page that you were reading off the items in your answer, I didn't pick them all up. Did you include in your list the so-called supplements "GREYHAWK", "BLACKMOOR", "ELDRITCH WIZARDRY"?

A They are based on the original "DUNGEONS & DRAGONS", yes.

Q That's not my question.
A That's included within the ones I stated.
Q Would those be included in the other publications referred to in Paragraph 1.12?
A No, I don't believe so.
Q In other words, those supplements you are not claiming a royalty on?
A No.
Q Certainly not on "BLACKMOOR". You have beenpaid for that one already.
A Arrangements were made on that one, yes.
Q But you did, I think, refer to a publication listed here as "Gods, Demi-Gods and Heroes." Do you claim a royalty for that?
A It is my understanding that this is a revision of an original supplemental work that will incorporate many of the original concepts for "DUNGEONS & DRAGONS". As it is not yet published, I cannot competently answer that question. I have nothing to look at.
Q So, at this point you don't know whether you claim a royalty on that?
A I would have to see a copy of it first.
Q There has been a prior publication entitled "Gods, Demi-Gods and Heroes" by Kuntz and Ward. Are you familiar with that?

A Yes, I am.

Q Do you claim a royalty for that?

A No. No.

Q Your answer is "No"?

A No. Yes, it's no.

MR. WEINSTEIN: To the extent that Mr. Arneson is asserting his claims currently and to the extent that we are permitted under the rules or by order of the Court to abandon those claims, those claims may be different and if that is the case, we will so notify you and permit you once again to examine Mr. Arneson with regard to claims which we may add.

MR. PUERNER: I would only respond to that this way: These are published items and I think we are entitled to know at a very early date whether they are included in the Complaint.

MR. WEINSTEIN: I would agree and as of today and with Mr. Arneson's current testimony, they are not.

MR. PUERNER: Could we endeavor to come to an agreement that you will respond one way or another if you are going to correct his testimony or change it or whatever within 30 days of today?

MR. WEINSTEIN: I don't think that I could do it within 30 days of today, but I think I can do it within

60 days of today. I refer primarily to my own trial schedule.

MR. PUERNER: All right. We will make it 60 days then.

MR. WEINSTEIN: You may assume that any notice of any other works included in our claim will be forwarded to you within 60 days.

MR. PUERNER: Very good.

MR. HIRSCH: Are we talking about works that are not published yet that will be published in the near future? Because we would --

MR. PUERNER: No. Certainly not. We're not.

Q (By Mr. Puerner, continuing) I refer you now to a booklet which on the top says "DUNGEONS & DRAGONS" and at the bottom said "Supplement to Blackmoor", and under that is the name "Dave Arneson". I ask you first whether you are familiar with this publication?

A Yes, I am.

Q And are you the Dave Arneson referred to on the cover?

A Yes, I am.

Q And why is your name on there?

A Because the material written, this supplement to "DUNGEONS & DRAGONS" was prepared by myself from my own material.

Q Did you actually write that booklet that we are looking at?
A Again, I did not type up the final draft for publication.
Q I'm not asking who typed it. Somebody has to put one word after the other to make a sentence. I'm asking you whether you did that part of it.
A Substantially, yes.
Q As I understand it, and as stated in the forward here, this booklet, "BLACKMOOR" is a supplement to "DUNGEONS & DRAGONS".
A Correct.
Q And by "DUNGEONS & DRAGONS" we are referring to Exhibits 1A, 1B and 1C?
A Correct.
Q I also find in the forward the statement, "As with the first supplement, the material herein is arranged to follow the format of D & D." Do you concur with that?
A Yes.
Q Now, "BLACKMOOR", this is published by TSR; is it not?
A Correct.
Q Have you assigned your copyright on "BLACKMOOR" to TSR?
A Correct.
Q And did you receive compensation?
A Yes.
Q What was the compensation?
A Compensation was in stock in TSR Hobbies, Incorporated.

Q You weren't paid a 5 per cent royalty as specified in the contracts that we looked at?
A No.
Q Now, is it proper to call this a game? "BLACKMOOR", is that --
A It is a part of the game "DUNGEONS & DRAGONS", a supplement to, yes.
Q Is there any reference in "BLACKMOOR" to "DUNGEONS & DRAGONS"?
A The Dungeon Blackmoor, the original campaign is referred to in the forward.
Q Does it include in its contents the characters that have experience points, that gain experience points?
A It has additions to original character classes that appeared in "DUNGEONS & DRAGONS", one example being clerics.
Q Does it include in its contents monsters and definitions thereof?
A Yes.
Q I think there's been some reference in this litigation to a gentleman by the name of Barker. Are you familiar with a person by the name of Barkerj
A Yes.
Q What's his first name?
A Mohammad Ahmed Riyad Barker. We call him Phil. Phil Barker.

Q Who is this gentleman?
A He's a professor at the University of Minnesota. He is the head of the South Asian Studies Department there.
Q Has he been retained as an expert witness in this litigation?
A I can't say. I don't know.
Q As far as you know, he hasn't been?
A To the best of my knowledge.

MR. WEINSTEIN: I will tell you that he has not at this time been retained as an expert witness. I assume my friend and associate would have told me if we had retained an expert witness.

Q Has he ever been furnished with a Players' Handbook and Monster Manual?
A I believe he has copies in his possession.
Q Has he ever been asked to make a comparison of those books with the original "D & D"?
A Not to my knowledge.
Q Has he made such a comparison?
A Not to my knowledge.
Q Have you ever discussed these works in the context of their relationship with Mr. Barker?
A We have discussed the books in general.

Q But not in the vein of comparing one with the other?

A Not specifically.

Q Do you know whether Mr. Barker has ever played "ADVANCED DUNGEONS & DRAGONS"?

A I do not know.

Q As I understand it, you have never played the game.

A Correct.

MR. PUERNER: Now, Counsel, certain documents have been produced in response to our request. I would ask both counsel and the witness whether the documents produced are everything that you could find that came within the scope of our request?

MR. HIRSCH: I believe it was.

MR. PUERNER: More specifically, did you decline to produce certain documents on the grounds of privilege?

MR. HIRSCH: No.

MR. PUERNER: So what you have produced, then, is everything you could find in response to our request?

MR. WEINSTEIN: I will undertake, Counsel, to review those documents which are in our possession or of which we have knowledge. If there are any documents which were not produced, I will produce them within 30

days or I will give you a list containing a description of those documents and claim or objection to the production of documents.

MR. PUERNER: Very good.

MR. WEINSTEIN: If you receive neither documents nor supplemental written material from me, you may assume that all documents in our possession or within our knowledge have been produced.

MR. PUERNER: Very good.

Before I even mark this, why don't we take a break and ask our court reporter to mark this set of documents starting with Exhibit 6.

(At this time Defendants' Exhibits 6 through 12 were marked for identification.)

(At this time a one-hour lunch recess was taken.)

Q (By Mr. Puerner, continuing) Mr. Arneson, I have a number of documents that have been marked for identification which were produced by Plaintiff's counsel, your counsel. I show you Exhibit 6 and I ask you if you can tell me what that is?

A This is a list for a proposed series of miniature figures with the size of the figure given and a general description of that figure.

Q Now, who prepared that?

A Mr. Gygax, I believe, prepared it and sent it to me for my input, my consultation, see what I thought.

Q I show you Exhibit 7 and ask you if you can identify what that is?

A I believe, yes, this is, again, the same -- a list of proposed figures for the general description.

Q Was this material submitted or transmitted to you? Or put it this way: Is this material that you feel relates to the original "D & D"? Is that why it's --

A These figures were to be used as part of a line of figures to go with the original "D & D" game.

Q Would this document, Exhibit 7, have been sent to you prior to the publication of "D & D"?

A No. I believe it was sent to me after that date.

Q How about Exhibit 6? Was that?

A Again, I believe that was sent to me after, but this is an earlier list and I'm not sure.

Q Now, why would he have sent this to you after publication of "D & D"?

MR. WEINSTEIN: Objection. No foundation that the witness knows Mr. Gygax's motives.

MR. PUERNER: I'm sorry. He might know. He might have asked for it.

Q (By Mr. Puerner, continuing) Did you request this information?

A We discussed it verbally on the phone. As to who requested it, it was sent to me.

Q Did you request it?

A We were exchanging, you know, letters and correspondence at that point. I imagine it was sent along with some other items to me.

Q But, this was after publication of original "D & D"?

A As far as I know, I believe that is true.

MR. WEINSTEIN: "This"? You're referring to exhibit --

MR. PUERNER: Exhibit 6 and 7.

A That one I am not sure. The other list I'm sure was after publication.

Q You are not sure about 6 but you are sure about 7?

A Yes.

Q I show you Exhibit 8 and ask you if you could identify this?

A This is a proposed outline for the organization of "DUNGEONS & DRAGONS".

Q And who prepared this list?

A I believe this list was prepared by a David Megarry at my request.

Q And what --

A This was then transmitted to Mr. Gygax.

Q Why did you ask Mr. Megarry to prepare this?

A I was dictating it to him in my room at the time.

Q What is this list, again? Would you tell me?

A This is a proposed internal organization for the D & D booklets. How, what order the information should be presented.

Q Sort of a table of contents?

A Table of contents, yes.

Q Is this the waythe table of contents turned out?

A Parts of it were used as transmitted there, but there were changes made.

Q And Megarry, you say, prepared this list?

A That is his handwriting.

MR. WEINSTEIN: When you say "prepared", you used the word "dictate". Did he take notes as you told him what to do?

THE WITNESS: Yes.

Q I show you Exhibit 9 and ask you if you can identify this?

A Again, this is a proposed organization for the DUNGEONS & DRAGONS booket. This is for Book 1.

Q Who prepared this?

A Again, I believe Mr. Megarry is the one who wrote that out for me. This again took place as I was dictating it to him.

Q And what did you do with it?

A That also was transmitted to Lake Geneva.

Q Would that be before the publication of "D & D"?

A Yes.

Q I show you Exhibit 10 which is a two-page document and ask you to identify it, if you can?

A These were notes on the proposed organization of the first booklet for "DUNGEONS & DRAGONS".

Q Is that Megarry's handwriting again?

A I am not sure. It's not mine.

Q I show you Exhibit 11 which is a three-page document and ask you to identify it, if you can?

A These are notes on the first draft that Gary sent me for "DUNGEONS & DRAGONS".

Q Whose notes are they?

A The handwriting is both mine and, again, I believe it's Mr. Megarry's handwriting. But parts of it are my handwriting also.

Q What were those notes for?

A These are notes on pages of the draft that were sent to me, suggested changes and alterations.

Q And what did you do with this document?

A Again, that was transmitted -- that was sent to Lake Geneva.

Q The reference over here to "P8", is that page 8?

A I believe that's for page 8.

Q And "P3" would be page 3?

A Page 3.

Q What are all these other numbers? Are those page numbers?

A Those are also page numbers.

MR. WEINSTEIN: Can I just take a look at the exhibit? What is this now? Exhibit 11.

Q I show you Exhibit 12 and ask you what that is, if you know?

A Again, these are additional notes on the first draft of "DUNGEONS & DRAGONS" in my handwriting and with the page numbers.

Q I take it from your testimony that you had the first draft in front of you at some point?

A Yes.

MR. PUERNER: I would like to have this marked as Exhibit 13.

(At this time Defendants' Exhibit 13 was marked for identification.)

Q You might want to page through it unless you know what it is.
A Yes, I will.
Q I ask you if you can tell me what it is?
A I believe this is a copy of the first draft of "DUNGEONS & DRAGONS" that Mr. Gygax transmitted to me.
Q And that would be the draft that you wrote these notes that you --
A Correct.
Q -- just identified?
A Yes.
Q Now, you testified earlier that you actually made some comments on the draft. I don't see any comments on this copy. How does that square?
A The comments were made on the second draft I received.
Q How many drafts did you receive altogether?
A Two.
Q I assume that what we're looking at here, Defendants' Exhibit 13, was written entirely by someone other than yourself?
A That was typed by Mr. Gygax, to my knowledge.
Q Not by yourself?
A No.

MR. WEINSTEIN: Excuse me. Is Exhibit 13

the first draft or the second draft?

THE WITNESS: First draft.

Q (By Mr. Puerner, continuing) Apparently in seaching your files you did not find a copy or any evidence of the so-called second draft?

A No. That was returned intact to Lake Geneva.

Q Do you know whether any of these notes were incorporated into the final draft of the original "D & D"?

A I believe portions of them were in the second draft and consequently in the final "D & D" draft.

Q That could be checked, I assume, by going through to the pages that are reference and seeing whether the comment appears in the final.

A If compared with the first draft, yes.

MR. WEINSTEIN: Does the pagination on your comment sheet refer to the pages on the first draft?

THE WITNESS: Yes, they do.

MR. WEINSTEIN: Were they different or do you know whether they were different or the same as the second draft?

THE WITNESS: I'm sure the second draft was different. It was longer.

Q (By Mr. Puerner, continuing) Again referring to the second draft that was prepared by Mr. Gygax?

A He also typed that one.

Q Now, Mr. Arneson, you testified earlier with regard to your contract, Exhibit 5. I asked you what your understanding was with regards to the reference in Paragraph 1 to the set of game rules or game entitled "DUNGEONS & DRAGONS" and as I understand your answer, you said what is referred to there would be original "D & D"; correct?

A Part of the game was the original "D & D".

Q And you also made some reference to "BLACKMOOR". Would you explain what you meant there?

A I considered that "DUNGEONS & DRAGONS", as a game, was more than just the basic three booklets but extended to the entire proposed series of "FANTASY GAME RULES" that TSR was planning on doing.

Q Well, what were these plans that you're referring to at that time?

A At that time my understanding was that the three original "D & D" booklets were the first step in a series of game booklets that would elaborate on the game called "DUNGEONS & DRAGONS".

Q This series, what was it to be called?

A The series would be entitled "DUNGEONS & DRAGONS" with the supplement numbers and also titles on the supplements.

Q Who did you discuss this series with?
A Mr. Gygax.
Q And what was his comment as to the so-called series that you refer to?
A He was favorably inclined towards the series.
Q Whose idea was it that this original "D & D" be followed up with a series?
A It was initially proposed by Mr. Gygax since we had much more information than could be contained in the original work.
Q Now, this additional information, will you identify that for me that couldn't be contained, as you say?
A Primarily, examples would be the first supplement, "GREYHAWK", and the second supplement, "BLACKMOOR".
Q Was the material that eventually got published in "GREYHAWK" in existence at this time?
A I believe so.
Q But you don't know for sure?
A No, sir.
Q The material, whenever it was prepared, who prepared the "GREYHAWK" material?
A That material was prepared in Lake Geneva, I believe, again, by Mr. Robert Kuntz and Mr. Gygax.
Q You didn't prepare it?
A No. No, sir.

Q You also mentioned "BLACKMOOR". What was in existence at the time of the contract with regard to the game "BLACKMOOR"?

A At the time of the contract, the existing parts of "BLACKMOOR" were a temple of the frog, the combat system, and the list of giant insects.

Q Were these in written form?

A Yes.

Q And who prepared that?

A I typed that up and sent it down to Lake Geneva.

Q Whatever happened to it?

A This information was edited and it appeared in the form published as "BLACKMOOR".

Q You are referring to this booklet entitled "BLACKMOOR"; is that correct?

A Yes.

Q Going back to the discussion you had with Mr. Gygax regarding this series, is there any reference to that in any correspondence or any documents? Was it ever mentioned in any correspondence, to your knowledge?

A I believe there are references to it in some of the existing correspondence. The majority of it took place by telephone conversation.

Q By "existing correspondence", could you tell me what you mean by that?

A Any existing copies of letters that Mr. Gygax might still have in his possession.

Q Well, is this a letter that you wrote or was it a letter that he wrote?

A As I recall, to the best of my knowledge, references were made in several letters that were exchanged by both of us.

Q Do you have copies of those letters?

A I have some copies, yes.

Q Now, have you furnished copies of these letters that you just referred to in this litigation?

A To my attorneys.

Q I have here what appear to be a number of letters, notes, et cetera. I'm just going to ask you - these have been furnished to us by your counsel. I'm going to ask you to just page through these and see if you can tell me --

MR. WEINSTEIN: Why don't we take a moment and either mark them all as a group or --

MR. PUERNER: I'm not intending to ask the witness to identify all of these, since he didn't write most of them. These are mostly written by Mr. Gygax.

MR. WEINSTEIN: Yes. I'm aware of that, but -- all right. I'm sorry. I didn't permit you to finish your question and I apologize.

MR. PUERNER: I didn't plan on going through

a lot of this because this is not something that this witness can testify to.

MR. WEINSTEIN: Other than they were in his custody.

MR. PUERNER: Other than he received them.

MR. WEINSTEIN: Yes.

MR. PUERNER: But, he does refer to some discussion of this series of works that appeared in the correspondence and that's what I'm trying to get at.

MR. WEINSTEIN: Okay.

Q (By Mr. Puerner, continuing) I would like to have you show me, if you can, where it appears in this correspondence and then I will have those letters marked.

A These two letters, specific mention is made of other projects.

MR. PUERNER: Let's mark these.

(At this time Defendants' Exhibits 14 and 15 were marked for identification.)

Q I refer you to Exhibit 14 and ask you to identify in this letter the statements that you were referring to. Just read it to me, if you would.

A All right.

Q I'm sorry. Before we go any farther, where did this letter

come from?

A This letter came from my personal files.

Q And who is it from?

A It is from Gary Gygax.

Q You recognize his handwriting?

A Yes.

Q Can you tell me the date of the letter?

A I can't make it out on this copy.

Q Is there some way we can determine that?

MR. HIRSCH: I can look at the originals. It may be a bad copy. I can look at the original and determine that.

MR. GYGAX: It has to be in 1974 because it says, "The orders for 'D & D' are beginning to dribble in."

MR. PUERNER: Let's leave that for confirmation by checking the original.

Q (By Mr. Puerner, continuing) But would you read then from the letter the portion that you are referring to?

MR. HIRSCH: Counsel, can we go back? What are we referring to? What is the question we're on?

MR. PUERNER: I think the witness knows.

He said there was some discussion both orally and in correspondence regarding this series of works, and he is now presumably identifying the correspondence that refers to such theories.

A In the final paragraph on this letter which extends on to page 2, "Your rotating room is cute! (Did I show you my level which rotated? Only the four cardinal points, but it drove them rather nuts.) Here are a few which you might like. By the way, remember to keep notes of all new tricks, traps, monsters, treasures, et cetera. I'll trick out a whole draft and send you a copy soon."

And the second page refers to specific ideas that were being discussed.

Q Now, you say that language refers to a series of works?

A We were discussing the next supplement in the series which would be included.

Q Next? What was the -- what do you mean by "next"?

A As it states in the first paragraph of the letter, "DUNGEONS & DRAGONS" has already been printed and is on sale. We were referring to supplements.

Q And the portion you read is what you're relying on, as I understand it?

MR. WEINSTEIN: That's objected to, the use

of the term "relying on". That's --

Q Well, that's what you're referring to. Put it that way.

A Correct.

Q All right. I show you Exhibit 15 which does have a date on it, December 27, 1973, and ask you first where this came from, if you know?

A Again, this came from Gary Gygax. It was signed by him.

Q The letter itself came from your file, however?

A Yes.

Q Would you read into the record the portion of that letter that you are referring to?

A The second paragraph. "I had to alter both the air and sea rules considerably, Dave, in order to make them homogeneous with the valance of the old rules. How about that! Dave, let's kind of keep that old stuff in mind when we're doing a set of rules, huh? We do want a set of rules that has internal harmony, now, don't we. It isn't nice to design totally different rules for aspects of the same game, is it? NO!."

We were talking about additional -- oh, wait.

"Say, once 'D & D' is out it will be time for you to drag out all those Blackmoor yarns and resubmit them to various 'zines." Various magazines. "You could perhaps then include the 'Blackmoor's More Infamous Characters'

and speaking of articles, do you want me to correct all those HORRIBLE errors in 'Medieval Armies from the Year 500 to the Year 1550 B.C.'" That's all, referring to the information being assembled for "BLACKMOOR".

Q Now, this reference to Blackmoor yarns, that's what you read, correct?

A Correct.

Q And there is a statement regarding resubmitting them to various magazines; is that correct?

A True.

Q Was that ever done?

A Not to my knowledge.

Q What was ever done with Blackmoor yarns referred to there?

A To my knowledge, they have never been published.

Q Did you include in your part that you read, this reference to "Medieval Armies from the Year 500 to the Year 1550"?

A That refers to a magazine article.

Q Who wrote that article?

A That was prepared by myself.

Q And who published it?

A It was published in "Wargamers' Digest".

Q Going back to the reference to the Blackmoor yarns and the more infamous characters, was that material used in your original 1972 campaign?

A The yarns refer to stories by the players. The infamous

characters refers to a list of some of the player characters or non-player characters that were a part of that game.

Q So, it does relate to your 1972 campaign?

A Correct.

Q I notice a reference to "Oman etal". What does that refer to?

A Refers to an author who wrote a work on medieval armies and weapons. His name was Charles Oman, I believe.

Q There is reference to typing, preparing an introductory paragraph and a closing one. Was that ever done?

A I do not recall.

Q There is also a reference to submitting this proposed work "under our names". Was that proposed work ever prepared?

A No. The work that was published was the original work by myself.

Q And is that, again, the book "BLACKMOOR"?

A No. This is in reference to the article concerning armies of the middle ages.

Q Do these armies of the middle ages have anything to do with "DUNGEONS & DRAGONS"?

A No.

Q Again, referring to the more infamous characters for "BLACKMOOR", were these characters published in this work

"FIRST FANTASY CAMPAIGN"?

A A modified list was prepared for "FIRST FANTASY CAMPAIGN" based on the original Blackmoor campaign.

Q Does this publication that bears your name, does that have anything to do with "D & D"?

A It covers the origins of "DUNGEONS & DRAGONS" in the Minneapolis-St. Paul area, how my first Fantasy Campaign came about.

Q When was this published?

A I believe that was published in the latter half of 1977.

Q And you had that published by Judge's Guild?

A Correct.

Q Did you say this is out of print or is this --

A That is still available.

Q Do you receive a royalty for that?

A Yes, I do.

Q What percent?

A 10 percent.

Q Of the cover price?

A Cover price.

Q Is there any other correspondence that you are aware of that presumably makes reference to this series of works that you refer to? Is this is, what we're looking at here?

A Those are the only letters in my files that refer to them.

Q Were there other letters?

A Yes, there were.

Q And who wrote those letters?

A These were letters either received by myself or Mr. Gygax from me.

MR. WEINSTEIN: Letters from Mr. Gygax to you or letters from you to Mr. Gygax?

THE WITNESS: Yes.

Q Were they both or --

A Yes, both.

Q But you have no evidence of those letters?

A No. There are no copies.

Q What was the nature of the comments in these letters? Was it similar to what we are looking at here in these two exhibits?

A The comments were concerned with how long the series should be, what the contents of the booklets would be, what should be contained within them.

Q When were these letters written? Do you know?

A Primarily these letters would have been written in 1974 and '75 before I went down to Lake Geneva.

Q Now, you say they made reference to what the series should be. What specifically was said about what it should be?

A As supplements to the original "DUNGEONS & DRAGONS" work.

They should help to fill out weak points of the published rules, adding more depth and detail which the players could then add or not add to their campaign.

Q You call these supplements now as opposed to a series. Are you using the words interchangeably?

A I'm using the words interchangeably.

Q What came out of this supplement suggestion? Were any ever printed, to your knowledge?

A The supplements that were prepared by TSR Hobbies and published by them were "GREYHAWK", "BLACKMOOR", "GODS, DEMI-GODS AND HEROES", "ELDRITCH WIZARDRY", and "SWORDS & SPELLS".

Q And those would be the supplements that it was your understanding were referred to in this correspondence?

A Yes.

Q I assume you were aware of the publication of those supplements that you just referred to when they came out?

A Yes.

Q Mr. Arneson, going back to your testimony this morning regarding, again, the reference in the contract to the "DUNGEONS & DRAGONS, Rules and Game", you said that you considered the "BLACKMOOR" material to be included in that.

A When the contract was initially executed, yes.

Q Well, if that's true, why doesn't Gary Gygax get a royalty

for the sale of the "BLACKMOOR" material?

A You have to ask Mr. Gygax.

Q Well, he doesn't get a royalty; does he?

A Not to my knowledge.

Q I don't quite understand how that can happen. If it is included in this contract, then he is entitled to a royalty.

MR. WEINSTEIN: Excuse me. Do you have a question?

Q Well, do you have any explanation for that?

A No.

Q I'm just going to check my notes to see if I have any more questions.

Oh, I'm sorry. I do right here.

In your testimony this morning, Mr. Arneson, you compared original "D & D" with "Players' Handbook" and you went through the table of contents and listed what you felt were common concepts, I guess is what you called them.

A Correct.

Q We made some notes as to what they were. I'm going to ask you this: You mentioned character classes; is that correct?

A Correct.
Q Was that concept used in your 1972 Blackmoor Campaign?
A In the initial Blackmoor Campaign, the first two character classes used were for warriors and for the magic-users.
Q So, is your answer "yes", that the concept was used?
A Yes.
Q How about character races; was that used in Blackmoor, the 1972 campaign?
A Yes.
Q Same question as to ability descriptions.
A Yes.
Q How about encumbrances?
A To a lesser extent.
Q But, they were included?
A The players were limited to what they could carry.
Q Tricks and trap doors?
A Yes.
Q Combat procedures?
A Correct.
Q Missile attacks?
A Correct.
Q Hit dice to determine damage?
A Correct.
Q Healing?

A Yes.
Q Mapping?
A Yes.
Q Experience?
A Yes.
Q And poison?
A Yes.

MR. PUERNER: Let's take a short break.
(At this time a short recess was taken.)

Q Just to pick up a few loose ends, there was some previous testimony on this interview that you gave to the magazine. Do you recall that?
A To which interview are you referring?
Q It was the only one referred to, I believe.

MR. WEINSTEIN: Space Gamer, I think.

Q A good part of it relates to "DUNGEONS & DRAGONS". Have you given any other interviews that relate in any way to "DUNGEONS & DRAGONS"?
A Oh, yes.
Q Have they been published?

A To my knowledge at the present time these are the only two that have been published.
Q What happened to the others?
A Well, there is one that will be appearing in this month's "Twin Cities Magazine" by myself. It refers to wargaming in general.
Q Let me make a note of that.
A Sure.
Q Twin Cities Magazine?
A I believe that's right.
Q And it will be published when?
A I believe this month's issue.
Q That would be July and that is published where?
A Twin Cities. Minneapolis.
Q And this magazine will contain what?
A I gave a lengthy interview to a free-lance reporter and I believe portions of that interview will be in his article. The article is not just about me. It is about gaming in the Twin Cities so I can't say how much will be used.
Q Who was the reporter? Do you recall?
A I would have to get back to you on that. I don't recall offhand.
Q You said there were many other interviews. What other ones were there?
A There is an interview that is being prepared by Judge's

Guild for their magazine. I have not received a copy of that yet.

Q Do they give you a copy to approve before they go to press?

A I have always requested them to do so. This does not, however, happen all the time.

Q How about the one in the Space Gamer exhibit; did you approve this one?

A Yes.

Q Getting back to Judge's Guild Magazine, you say you think there is going to be one published.

A They discussed it with me at a convention in Detroit earlier in May. They were going to get back to me.

Q You haven't heard from them?

A No.

Q Any other interviews?

A I do not recall any more offhand.

Q Have you written any articles relating to "D & D"?

A Yes.

Q And would you identify those?

A There will be a series, I believe, that will be appearing in the Judge's Guild Journal which is the name of their magazine.

Q But that hasn't been published yet, either?

A No. There have been articles published in Wargaming Magazine.

Q When was that, approximately?

A I believe it came out in May. I have not seen a copy of it, nor did I see a copy of the final draft, so . . . .

Q Any others?

A There will be an article in either the next issue of Different Worlds or the one after.

Q Different Worlds?

A Yes.

Q This is a magazine?

A Yes.

Q Next issue? When will that be?

A Well, usually two months.

Q Anything else?

A Not that I recall.

Q I assume, Mr. Arneson, that you were the one that authorized the bringing of this lawsuit?

A Yes.

Q And I assume also that you are the one that is paying the legal fees?

A I have made arrangements with my attorneys, yes.

Q Are you paying them on a pay-as-you-go-basis, or contingent basis?

MR. WEINSTEIN: Objected to as privileged, instruct the witness not to answer.

Q Getting back to Mr. Butler (sic), have you discussed this litigation with him?

MR. WEINSTEIN: Mr. Barker?

Q Barker; is that right?
A Yes.
Q Have you discussed this litigation with him?
A We have discussed it.
Q But, as of now you haven't retained him as an expert?
A No, sir.
Q Do you anticipate that he will be a witness in this case?
A I could not say, sir.

MR. PUERNER: I have no further questions.

MR. WEINSTEIN: Let's just take a moment so I can consult with Mr. Hirsch.

THE WITNESS: Do you want me, too?

MR. WEINSTEIN: Join us, please.

(At this time Mr. Weinstein, Mr. Hirsch and Mr. Arneson left the room for a short time.)

MR. WEINSTEIN: We will have no questions of the witness.

MR. Arneson, you have a right to read the

original of this or a copy of the transcript.

THE WITNESS: Not that.

MR. WEINSTEIN: No. In English, and make such amendments as may be necessary as a result of a clerical error; and you may waive that right. I would advise you to read the document.

THE WITNESS: Yes.

MR. WEINSTEIN: And make changes, because of the complexity of some of the language in here.

Madam Reporter, if you will send me the copy along with a signature page, an errata page, I will provide it to the witness and have the signature page returned to you.

We will waive Notice of Filing.

- - -

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Be it known that I took the deposition of DAVID L. ARNESON on the 18th day of July, 1979, at St. Paul, Minnesota;

That I was then and there a Notary Public in and for the County of Hennepin, State of Minnesota, and that by virtue thereof, I was duly authorized to administer the oath;

That the witness before testifying was by me first duly sworn to testify the truth and nothing but the truth;

That the testimony of said witness was recorded by myself in stenotypy and transcribed into typewriting under my direction, and that the deposition is a true record of the testimony given by the witness to the best of my ability;

That I am not related to any of the parties hereto nor interested in the outcome of this action.

That the Notice of Filing was waived by the aforesaid witness.

WITNESS MY HAND AND SEAL THIS 6TH DAY OF AUGUST, 1979.

(SEAL)

/s/ Andrea C. Weldon

ANDREA C. WELDON
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My commission expires Mar. 6, 1986

ADDITIONS, OMISSIONS AND CORRECTIONS

Page	Line	Addition, Omission or Correction	Reason

David L. Arneson
DAVID L. ARNESON

The above-entitled individual, before me, read said deposition and made additions, corrections or omissions as indicated.

James M. Hirsch
Notary Public

My Commission Expires _____

JAMES M. HIRSCH
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 6, 1991

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
Fourth DIVISION
Civil No. 4-79-109

David L. Arneson

Plaintiff(s)

v.

Gary Gygax and TSR Hobbies, Inc., a corporation,

Defendant(s)

J. Michael Hirsch, Esquire
Maher J. Weinstein, Esquire
Moss, Flaherty & Clarkson
2350 IDS Center
Minneapolis, MN 55402

Marvin Jacobson, Esquire
Carl L. Johnson, Esquire
Jacobson and Johnson
200 South Robert Street, Suite 204
St. Paul, MN 55107

Michael, Best & Friedrich
250 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

ORDER FOR PRETRIAL CONFERENCE

A pretrial conference in the above-entitled matter on a case assigned to Judge Murphy for trial, will be held on Sept. 18, 1980, at 2:00 p.m. in Room 661, United States Courthouse, Minneapolis, MN before the undersigned United States Magistrate.

Counsel who will try the case will be present at the pretrial hearing and will submit a complete written statement of the case directly to the magistrate no later than the time and date of the pretrial hearing and serve a copy on opposing counsel, including to the extent possible, the following information.

1. Name, address and occupation of the client;
2. Name of insurance carriers involved;
3. Names and addresses of all witnesses known to attorney or client who may be called at trial by the party, including expert witnesses;
4. A concise statement of the party's version of the facts of the case;
5. All items of claimed negligence, contributory negligence, assumption of risk, or other affirmative claims or defenses, giving claimed statutory violations by statute number;
6. A list of all exhibits to be offered at the trial;
7. Amendments to the pleadings;
8. Discovery procedures necessary for trial:
   a. List of discovery completed to date;
   b. List of discovery to be completed;
   c. Date when all discovery will be completed;
9. Estimated trial time.

Consideration will be given to settlement, stipulations, as to admissibility of exhibits and to other matters suggested by court and counsel.

If you have any questions, contact the office of the undersigned U.S. Magistrate at 725-2071.

Dated: May 16, 1980

Floyd E. Boline
FLOYD E. BOLINE
United States Magistrate

LAW OFFICES

MOSS, FLAHERTY, CLARKSON & FLETCHER

A PROFESSIONAL ASSOCIATION

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MAHER J. WEINSTEIN

OF COUNSEL
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L. GLENN FASSETT (1930-1975)
ABBOTT L. FLETCHER (1916-1974)

April 11, 1980

Clerk of District Court
United States District Court
Federal Courts Building
16 North Robert Street
St. Paul, Minnesota 55101

RECEIVED
APR 14 1980

Re: David L. Arneson vs. Gary Gygax and TSR Hobbies, Inc. - No. 4-79 Civil 109

Dear Sir/Madam:

Enclosed for filing please find Notice of Motion and Motion, Amended Complaint and Proposed Order in the above-referenced matter.

This matter is set for a Special Term hearing before the Honorable Floyd Boline, U.S. Magistrate, at 9:30 a.m. on April 30, 1980.

Sincerely,

Maher J. Weinstein

Maher J. Weinstein by PJM

MJW:pjm
Enclosures

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STATEMENT (M-21)

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

Minneapolis, Minnesota

Ms. Mary Pelletter September 19, 1979

600 New Hampshire Avenue, Suite 1000

Washington, D. C. 20037

Mail Checks to: Harry A. Sieben, Clerk
514 U. S. Courthouse
110 South 4th Street
Minneapolis, Minnesota 55401

Make checks payable to: Clerk, U. S. District Court

4-79 Civil 109
David L. Arneson vs. Gary Gygax, et al

Copy of Memorandum and Order signed by Judge Devitt.

8 pages @ $.50/page ---------- $4.00

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9/19/79

MARY B. PELLETTER

Suite 1000, The Watergate 600
600 New Hampshire Avenue, N.W.
Washington, D.C. 20037
(202) 342-3678

Dear Mr. Sieben,

Enclosed please find a check for $4.00 to cover copying charges. Thank you for your assistance.

Mary Pelletter

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L. GLENN FASSETT (1930-1975)
ABBOTT L. FLETCHER (1916-1974)

August 31, 1979

The Hon. Edward J. Devitt
Chief Judge
United States District Court
Federal Courts Building
16 North Robert Street
Saint Paul, MN 55101

Re: David L. Arneson vs. Gary Gygax, etal
Civil Action No. 4-79-109

Dear Judge Devitt:

Please find enclosed Defendants' Motion and Stipulation for Protective Order and the proposed Protective Order. Plaintiff's counsel has no objection to the proposed Protective Order.

Very truly yours,

J. Michael Hirsch

J. Michael Hirsch
Attorneys for David L. Arneson

JMH:mhl

Enclosures

cc: Mr. John L. Beard

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O.K. to pay per Jmh our client: Arneson

STATEMENT (M-21)

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

Minneapolis, Minnesota
May 21, 1979

Maher J. Weinstein

2350 IDS Center

Minneapolis, MN 55402

Mail Checks to: Harry A. Sieben, Clerk
514 U. S. Courthouse
110 South 4th Street
Minneapolis, Minnesota 55401

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4-79 Civil 109 - Arneson -vs- Gygax, et al

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August 8, 1979

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Clerk of United States
District Court
United States Court House
St. Paul, Minnesota 55101

RE: Arneson -vs- Gygax etal
Civil Action #4-79-109

Dear Sir:

Enclosed for filing please find Plaintiff's moving papers in connection with the discovery Motion scheduled before Magistrate McPartlin on August 20, 1979, at 11 o'clock A.M.

Thank you.

Very truly yours,

Maher J. Weinstein

MJW:jd
Encl.
cc: Mr. John L. Beard

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TEL. (612) 222-3775

JOHN E. STRYKER
1895 - 1969

August 3, 1979

Clerk of Court
U.S. District Court
District of Minnesota
Fourth Division
110 South Fourth Street
Minneapolis, MN 55401

SUBJECT: David L. Arneson v Gary Gygax and TSR Hobbies, Inc.
Civil Action No. 4-79-109

Dear Sir:

Enclosed for filing please find Defendant, TSR Hobbies, Inc., Answer to Plaintiff's First Set of Interrogatories 1-13 and Defendant, Gary Gygax's Answer to Plaintiff's First Set of Interrogatories 1-11.

Yours very truly,

JACOBSON AND JOHNSON

By
Marvin Jacobson

MJ:jo

Enclosures

cc Michael, Best & Friedrich (John L. Beard)
J. M. Hirsch, Esq.

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MICHAEL, BEST & FRIEDRICH

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OF COUNSEL
KENNETH K. LUCE
(1912-1977)

June 25, 1979

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Clerk of Courts
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District of Minnesota
Fourth Division
110 South Fourth Street
Minneapolis, MN 55401

Re: David L. Arneson vs. Gary Gygax and
TSR Hobbies, Inc.
Civil Action No. 4-79-109

Dear Sir:

Enclosed for filing please find an original ~~and one copy~~ of DEFENDANTS' ANSWER TO COMPLAINT AND COUNTER-CLAIMS.

Very truly yours,

MICHAEL, BEST & FRIEDRICH

John L. Beard

JLB/bjs
Encl:

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MICHAEL, BEST & FRIEDRICH

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GERRIT D. FOSTER
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OF COUNSEL
KENNETH K. LUCE
(1912-1977)

June 11, 1979

RECEIVED
JUN 13 1979
CLERK, U. S. DIST. COURT

Clerk of Courts
U.S. District Court
District of Minnesota
Fourth Division
110 South Fourth Street
Minneapolis, MN 55401

Re: David L. Arneson vs. Gary Gygax and
TSR Hobbies, Inc.
Civil Action No. 4-79-109

Dear Sir:

Enclosed for filing please find a June 15, 1979 copy of Notice of Taking Deposition of David L. Arneson and Request for Produce Documents and Things, and a copy of another July 18, 1979 Notice of Taking Deposition of David L. Arneson prepared incident to rescheduling of the deposition referred to in the first Notice of Taking Deposition.

Very truly yours,

MICHAEL, BEST & FRIEDRICH

John L. Beard

JLB/bjs
Encl:

JACOBSON AND JOHNSON
ATTORNEYS AT LAW
PATENT, TRADEMARK AND COPYRIGHT
SUITE 204, MINNESOTA STATE BANK BUILDING
200 SOUTH ROBERT STREET, ST. PAUL, MINN. 55107

MARVIN JACOBSON
CARL L. JOHNSON
NEIL B. SCHULTE

TEL. (612) 222-3775

JOHN E. STRYKER
1895 - 1969

June 8, 1979

Clerk of Court
U.S. District Court
District of Minnesota
Fourth Division
110 South Fourth Street
Minneapolis, MN 55401

SUBJECT: David L. Arneson v Gary Gygax and TSR Hobbies, Inc.
Civil Action No. 4-79-109

Dear Sir:

Enclosed for filing please find Stipulation by the parties.

Yours very truly,

JACOBSON AND JOHNSON

By
Marvin Jacobson

MJ:jo

Enclosure

cc Michael, Best & Friedrich (John L. Beard)
J. M. Hirsch, Esq.

RECEIVED
JUN 11 1979
CLERK, U.S. DIST. COURT

JACOBSON AND JOHNSON
ATTORNEYS AT LAW
PATENT, TRADEMARK AND COPYRIGHT
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MARVIN JACOBSON
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NEIL B. SCHULTE

TEL. (612) 222-3775

JOHN E. STRYKER
1895 - 1969

To Clerk

June 6, 1979

The Honorable Edward J. Devitt
Chief Judge
United States District Court
Federal Courts Building
16 North Robert Street
St. Paul, MN 55101

SUBJECT: David L. Arneson v Gary Gygax, et al.
CA 4-79-109

Dear Judge Devitt:

Enclosed is Motion To Permit Appearance of Attorney Paul R. Puerner requesting permission for him to appear and participate in the above-entitled action.

Yours very truly,

JACOBSON AND JOHNSON

By
Marvin Jacobson

MJ:jo

cc John L. Beard
J. Michael Hirsch

RECEIVED
JUN 8 1979
CLERK, U. S. DIST. COURT

JACOBSON AND JOHNSON
ATTORNEYS AT LAW
PATENT, TRADEMARK AND COPYRIGHT
SUITE 204, MINNESOTA STATE BANK BUILDING
200 SOUTH ROBERT STREET, ST. PAUL, MINN. 55107

MARVIN JACOBSON
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JOHN E. STRYKER
1895 - 1969

May 31, 1979

Clerk of Court
U.S. District Court
District of Minnesota
Fourth Division
110 South Fourth Street
Minneapolis, MN 55401

SUBJECT: David L. Arneson v Gary Gygax and TSR Hobbies, Inc.
Civil Action No. 4-79-109

Dear Sir:

Enclosed for filing please find re-executed Stipulation of Extension of Time to Answer or Plead.

Yours very truly,

JACOBSON AND JOHNSON

BY
Marvin Jacobson

MJ:jo

Enclosure

cc Michael, Best & Friedrich (John L. Beard)
J. M. Hirsch, Esq.

RECEIVED
JUN 1 1979
CLERK, U. S. DIST. COURT

JOHN S. BEST
JOSEPH R. FILACHEK
ROY C. LaBUDDE
THOMAS S. STONE
BAYARD H. MICHAEL
JAMES T. HARRINGTON
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KENNETH K. LUCE
(1912-1977)

MICHAEL, BEST & FRIEDRICH

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(608) 257-3501

May 25, 1979

RECEIVED
MAY 29 1979
CLERK, U.S. DIST. COURT

Clerk of Courts
U.S. District Court
District of Minnesota
Fourth Division
110 South 4th Street
Minneapolis, MN 55401

Re: David L. Arneson vs.
Gary Gygax and TSR Hobbies, Inc.
Civil Action No. 4-79-109

Dear Sir:

Enclosed for filing please find the following papers, originals of which were mailed directly to Chief Judge Devitt:

MOTION FOR RECONSIDERATION OR CLARIFICATION OF THE COURT'S ORDER DENYING DEFENDANT GYGAX'S MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION - NOTICE OF WAIVER OF ORAL HEARING ON DEFENDANT'S MOTION

DEFENDANT'S MEMORANDUM IN SUPPORT OF MOTION FOR RECONSIDERATION OR CLARIFICATION OF THE COURT'S ORDER DENYING DEFENDANT GYGAX'S MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION.

Very truly yours,

MICHAEL, BEST & FRIEDRICH

John L. Beard

JLB/bjs
Encl:
cc: J. M. Hirsch, Esq.
M. Jacobson, Esq.

LAW OFFICES

MOSS, FLAHERTY, CLARKSON & FLETCHER

A PROFESSIONAL ASSOCIATION

2350 IDS CENTER · 80 SOUTH EIGHTH STREET

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DAVID W. LEWIS
HOMER A. CHILDS

L. GLENN FASSETT (1930-1975)
ABBOTT L. FLETCHER (1916-1974)

May 14, 1979

RECEIVED
MAY 16 1979
CLERK, U. S. DIST. COURT

The Honorable Edward J. Devitt
United States District Judge
United States Court House
St. Paul, Minnesota 55101

RE: Arneson -vs-
Gygax etal
Civil Action No. 4-79-109

Dear Judge Devitt:

Enclosed please find an original and one copy of a proposed Order in the above referenced action, which I have prepared in accordance with the Court's instructions on May 14th. If this Order meets with your approval, kindly execute the same and ask the Clerk to send me a copy.

Following the hearing on the Motion, the Court requested and obtained from counsel an agreement that discovery in this matter could be closed within six months; frankly I did not know what wording the Court would want to use to reduce that to an Order, so I omitted that Order from this proposed Order.

Very truly yours,

Maher J. Weinstein

MJW:jd
Encl.
cc: Mr. John L. Beard
Mr. Marvin Jacobson

MICHAEL, BEST & FRIEDRICH

250 EAST WISCONSIN AVENUE

MILWAUKEE, WISCONSIN 53202

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GERRIT D. FOSTER
HERMAN J. JONGEBLOED
OF COUNSEL
KENNETH K. LUCE
(1912-1977)

May 11, 1979

RECEIVED
MAY 14 1979
CLERK, U.S. DIST. COURT

Clerk of Courts
U.S. District Court
District of Minneasota
Fourth Division
110 South 4th Street
Minneapolis, MN 55401

Re: David L. Arneson vs. Gary Gygax, Tactical Study Rules, a partnership consisting of Gary Gygax and Brian Blume, and TSR Hobbies, Inc., a corporation.
Civil Action No. 4-79-109

Dear Sir:

Enclosed for filing please find the following papers:

SUPPLEMENTAL AFFIDAVIT OF BRIAN J. BLUME IN SUPPORT OF MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF PERSONAL JURISDICTION OVER DEFENDANTS

SUPPLEMENTAL MEMORANDUM IN SUPPORT OF DEFENDANTS' MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF PERSONAL JURISDICTION, AND IN SUPPORT OF DEFENDANTS' ALTERNATE MOTION TO TRANSFER UNDER 28 U.S.C. §1404(a)

Originals of the above papers were mailed via express mail directly to Chief Judge Devitt on Thursday, May 10, 1979.

Very truly yours,

MICHAEL, BEST & FRIEDRICH

John L. Beard

John L. Beard

JLB/bjs
Encl:

To clerk
Lodge

LAW OFFICES

MOSS, FLAHERTY, CLARKSON & FLETCHER

A PROFESSIONAL ASSOCIATION

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L. GLENN FASSETT (1930-1975)
ABBOTT L. FLETCHER (1916-1974)

May 8, 1979

The Honorable Edward J. Devitt
Chief Judge
United States District Court
Federal Courts Building
16 North Robert Street
St. Paul, Minnesota 55101

Re: David L. Arneson vs. Gary Gygax, Tactical Study Rules, a partnership consisting of Gary Gygax and Brian Blume, and TSR Hobbies, Inc., a corporation
Civil Action No. 4-79-109

Dear Judge Devitt:

When I reviewed the memorandum and affidavits which were filed with the Clerk of U.S. District Court on May 7, 1979, I noted that Exhibit "A" to the Affidavit of M.A.R. Barker and Exhibit "T" to the Affidavit of David L. Arneson were extremely light and difficult to read. Enclosed are replacement copies of these exhibits which are slightly darker. I hope this has not caused you any inconvenience.

Very truly yours,

Mike Hirsch

J. Michael Hirsch

JMH:mhl

Enclosures

cc: Mr. Marvin Jacobson
Mr. John L. Beard

Tactical Studies Rules
542 SAGE STREET
LAKE GENEVA, WI 53147
414/248-2518

HOYT

EXHIBIT "T"

4 November 1975

Dear Bill,

This is just a fast note to thank you (and your folks) for your very kind hospitality during our visit last weekend. Your efforts on our behalf are also greatly appreciated!

Later this week — or next — I will have had time to try QUEST (how do you like CATACOMBS?), and I will then write regarding it. I forgot to ask, who is doing the art and layout for the box? anyone? Please advise.

I trust your partner will soon be contacting us regarding the production of supplemental EPT material. We will have Rob's opinion on the space game in two or three weeks, and I believe that we will be willing to produce it in co-operation with WAW at a royalty of about 5% to the author, 2 1/2% to the former publisher. We are also interested in discussing possibilities of our producing an expanded version of BIC I with a similar arrangement. I am not positive about when we could put either item into production, but we are quite interested in any event.

Again, I thank you, Bill for your efforts in our behalf, your confidence in us personally and as a company, and your willing co-operation with regard to the unfortunate necessity of reducing royalties to WAW for EPT. We certainly intend to repay you in kind as opportunity arises.

As a final word, we have concluded arrangements with Dave Arneson -- he is an employee of TSR now, and he has definite authority to act in our behalf. I do hope that you and he will be able to work closely together now, for Dave will probably be asked to come here within the not too distant future.

Best personal regards,

E. Gary Gygax

EXHIBIT "A"

AGREEMENT

THIS AGREEMENT is made between the the Author(s) specified hereafter and Tactical Studies Rules, 542 Sage Street, Lake Geneva, WI 53147, hereafter called TSR.

Author(s): M.A.R. Barker

118 East Idywood Place

Minneapolis, Minnesota 55419

1. The Author(s) hereby agree to assign to TSR the copyright, the right to publish, sell, and distribute, the set of game rules or game entitled CAMPAIGN OF WIZARDS, in any form TSR deems suitable for commercial sales, as well as any other similar rights.

2. TSR hereby agrees to pay the Author(s) a royalty of TEN PERCENT (10%) of the cover price of the game rules or game on each and every copy sold; this royalty to be payable on a quarterly basis reported within 30 days after the end of each quarter, with quarters ending 31 March, 30 June, 30 September and 31 December of each year.

3. TSR also hereby agrees that the ownership of the copyright mentioned above shall revert to the Author(s) not more than 90 days after the set of game rules or game is no longer maintained in-print.

4. This Agreement shall not be considered a valid contract until all parties concerned have signed and dated the contract, but upon so signing the contract shall take effect on a retroactive basis from the date of publication of the set of game rules or game.

TACTICAL STUDIES RULES

E. Gary Gygax — 16 April 1975

E. Gary Gygax, Editor

M.A.R. Barker — 21 April, 1975

Author: M.A.R. Barker

MICHAEL, BEST & FRIEDRICH

250 EAST WISCONSIN AVENUE

MILWAUKEE, WISCONSIN 53202

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JOHN W. MICHAEL
HERMAN E. FRIEDRICH
GERRIT D. FOSTER
HERMAN J. JONGEBLOED
OF COUNSEL
KENNETH K. LUCE
(1912-1977)

April 28, 1979

BY EXPRESS MAIL

Law Clerks

The Honorable Edward J. Devitt
Chief Judge
United States District Court
Federal Courts Building
16 North Robert Street
St. Paul, MN 55101

Re: David L. Arneson vs. Gary Gygax, Tactical Study Rules, a partnership consisting of Gary Gygax and Brian Blume, and TSR Hobbies, Inc., a corporation.
Civil Action No. 4-79-109

Dear Judge Devitt:

Please find enclosed the following papers related to Defendants' Pending Motion to Dismiss in the above referenced action:

MEMORANDUM IN SUPPORT OF DEFENDANTS' MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF PERSONAL JURISDICTION, AND IN SUPPORT OF DEFENDANTS' ALTERNATE MOTION TO TRANSFER UNDER 28 U.S.C. §1404 (a)

AFFIDAVIT OF E. GARY GYGAX IN SUPPORT OF MOTION TO QUASH SERVICE OF PROCESS AND DIS-MISS FOR LACK OF PERSONAL JURISDICTION OVER DEFENDANTS, PARTICULARLY DEFENDANT GYGAX

AFFIDAVIT OF BRIAN J. BLUME IN SUPPORT OF MOTION TO QUASH SERVICE OF PROCESS AND DIS-MISS FOR LACK OF PERSONAL JURISDICTION OVER DEFENDANTS, PARTICULARLY DEFENDANT TACTICAL STUDIES RULES (a dissolved partnership)

AFFIDAVIT OF BRIAN J. BLUME IN SUPPORT OF MOTION TO QUASH SERVICE OF PROCESS AND DIS-MISS FOR LACK OF JURISDICTION OVER THE DEFENDANTS, PARTICULARLY DEFENDANT TSR HOBBIES, INC.

The scheduled hearing date for Defendants' Motions is Monday, May 14, 1979.

Very truly yours,

MICHAEL, BEST & FRIEDRICH

John L. Beard

JLB/bjg
Encl:

cc: M. Jacobson, Encl.
J. M. Hirsch, Encl.

LAW OFFICES

MOSS, FLAHERTY, CLARKSON & FLETCHER

A PROFESSIONAL ASSOCIATION

2350 IDS CENTER · 80 SOUTH EIGHTH STREET

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MAHER J. WEINSTEIN

OF COUNSEL
HORACE VAN VALKENBURG
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DAVID W. LEWIS
HOMER A. CHILDS

L. GLENN FASSETT (1930-1975)
ABBOTT L. FLETCHER (1916-1974)

May 7, 1979

The Honorable Edward J. Devitt
Chief Judge
United States District Court
Federal Courts Building
16 North Robert Street
St. Paul, MN 55101

Re: David L. Arneson vs. Gary Gygax, Tactical Study Rules, a partnership consisting of Gary Gygax and Brian Blume, and TSR Hobbies, Inc., a corporation
Civil Action No. 4-79-109

Dear Judge Devitt:

Please find enclosed the following papers related to Defendants' Pending Motion to Dismiss in the above referenced action:

PLAINTIFF'S MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF PERSONAL JURISDICTION, AND IN OPPOSITION TO DEFENDANTS' ALTERNATE MOTION TO TRANSFER UNDER 28 U.S.C. §1404 (a);

AFFIDAVIT OF DAVID L. ARNESON IN OPPOSITION TO MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF PERSONAL JURISDICTION OVER DEFENDANTS;

AFFIDAVIT OF M.A.R. BARKER IN OPPOSITION TO MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF PERSONAL JURISDICTION OVER DEFENDANTS;

AFFIDAVIT OF J. MICHAEL HIRSCH IN OPPOSITION TO MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF JURISDICTION OVER THE DEFENDANTS.

The scheduled hearing date for Defendants' Motions is Monday, May 14, 1979.

Very truly yours,

J. Michael Hirsch

J. Michael Hirsch

JMH:le
Enc.
cc: Mr. John L. Beard
Mr. Marvin Jacobson

MICHAEL, BEST & FRIEDRICH

250 EAST WISCONSIN AVENUE

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OF COUNSEL
KENNETH K. LUCE
(1912-1977)

May 10, 1979

BY EXPRESS MAIL

To Dan

The Honorable Edward J. Devitt
Chief Judge
United States District Court
Federal Courts Building
16 North Roberts Street
St. Paul, Minnesota 55101

Re: David L. Arneson vs. Gary Gygax, Tactical Study Rules, a partnership consisting of Gary Gygax and Brian Blume, and TSR Hobbies, Inc., a corporation.
Civil Action No. 4-79-109

Dear Judge Devitt:

Please find enclosed the following papers related to Defendants' Pending Motion to Dismiss in the above referenced action:

SUPPLEMENTAL MEMORANDUM IN SUPPORT OF DEFENDANTS' MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF PERSONAL JURISDICTION, AND IN SUPPORT OF DEFENDANTS' ALTERNATE MOTION TO TRANSFER UNDER 28 U.S.C. §1404 (a)

SUPPLEMENTAL AFFIDAVIT OF BRIAN J. BLUME IN SUPPORT OF MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF PERSONAL JURISDICTION OVER DEFENDANTS.

The scheduled hearing date for Defendants' Motions is Monday, May 14, 1979.

Very truly yours,

MICHAEL, BEST & FRIEDRICH

John L. Beard

JLB:kas
encs.

MICHAEL, BEST & FRIEDRICH

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MILWAUKEE, WISCONSIN 53202

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JOSEPH R. FILACHEK
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JAMES C. MALLATT
FRANK J. PELISEK
JACOB L. BERNHEIM
JOSEPH A. GEMIGNANI
ROBERT E. CLEMENCY
ANDREW O. RITERIS
MARSHALL R. BERKOFF
GAAR W. STEINER
DAVID R. OLSON
RICKARD T. O'NEIL
F. WILLIAM HABERMAN
ROBERT A. SCHNUR
LEE J. GERONIME
JEROME H. KRINGEL
DAVID J. CANNON
SCOTT H. ENGROFF
THOMAS E. OBENBERGER
ARVID A. SATHER
GLENN A. BUSE
JOHN R. SAPP

JEFFREY L. ABRAHAM
WILLARD C. JACKSON
TOD B. LINSTROTH
GORDON K. MILLER
K. THOR LUNDGREN
MYRON L. CAUBLE, JR.
JOHN L. BEARD
GUY F. GUINN
JOHN A. BUSCH
GREGORY G. JOHNSON
CHARLES P. GRAUPNER
ROBERT J. JOHANNES
JOHN R. DECKER
JOHN C. LAPINSKI
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MICHAEL E. HUSMANN
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FRANK J. SIGNORIELLO
TONI L. BONNEY

JOHN W. MICHAEL
HERMAN E. FRIEDRICH
GERRIT D. FOSTER
HERMAN J. JONGEBLOED
OF COUNSEL
KENNETH K. LUCE
(1912-1977)

April 28, 1979

BY EXPRESS MAIL

Clerk of Courts
U.S. District Court
District of Minnesota
Fourth Division
110 South 4th Street
Minneapolis, MN 55401

Re: David L. Arneson vs. Gary Gygax, Tactical Study Rules, a partnership consisting of Gary Gygax and Brian Blume, and TSR Hobbies, Inc., a corporation.
Civil Action No. 4-79-109

Dear Sir:

Enclosed for filing please find the following papers:

MEMORANDUM IN SUPPORT OF DEFENDANTS' MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF PERSONAL JURISDICTION, AND IN SUPPORT OF DEFENDANTS' ALTERNATE MOTION TO TRANSFER UNDER 28 U.S.C. §1404 (a)

AFFIDAVIT OF E. GARY GYGAX IN SUPPORT OF MOTION TO QUASH SERVICE OF PROCESS AND DIS-MISS FOR LACK OF PERSONAL JURISDICTION OVER DEFENDANTS, PARTICULARLY DEFENDANT GYGAX

AFFIDAVIT OF BRIAN J. BLUME IN SUPPORT OF MOTION TO QUASH SERVICE OF PROCESS AND DIS-MISS FOR LACK OF PERSONAL JURISDICTION OVER DEFENDANTS, PARTICULARLY DEFENDANT TACTICAL STUDIES RULES (a dissolved partnership)

AFFIDAVIT OF BRIAN J. BLUME IN SUPPORT OF MOTION TO QUASH SERVICE OF PROCESS AND DIS-MISS FOR LACK OF JURISDICTION OVER THE DEFENDANTS, PARTICULARLY DEFENDANT TSR HOBBIES, INC.

Originals of the above papers have been mailed directly to Chief Judge Devitt.

Very truly yours,

MICHAEL, BEST & FRIEDRICH

John L. Beard

JLB/bjg
Encl:

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

Civil Action No. 4-79-109

GARY GYGAX, TACTICAL STUDY RULES, a partnership consisting of Gary Gygax and Brian Blume, and TSR HOBBIES, INC., a corporation,

Defendants.

AFFIDAVIT OF BRIAN J. BLUME IN SUPPORT OF MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF JURISDICTION OVER THE DEFENDANTS, PARTICULARLY DEFENDANT TSR HOBBIES, INC.

STATE OF WISCONSIN)
) SS.
COUNTY OF WALWORTH)

BRIAN J. BLUME, being first duly sworn, on oath, deposes and says:

1. I am Secretary and Chairman of TSR Hobbies, Inc. and reside at 772 Main Street, Lake Geneva, Wisconsin. I am personally familiar with the facts recited below concerning the organization and activities of TSR Hobbies, Inc. (hereinafter sometimes referred to as "TSR").

2. Service of Process on TSR Hobbies, Inc. was purportedly made in Lake Geneva, Wisconsin by personal service and delivery of a Summons and Complaint delivered to Gary Gygax, President of TSR Hobbies, Inc.

3. TSR was incorporated as a Wisconsin corporation July 14, 1975, and initially had and still has its principal place of business located in Lake Geneva, Wisconsin. TSR's activities include the publication and sale of games or game rules, for

example, several fantasy role playing games marketed under TSR's federally registered trademark, DUNGEONS & DRAGONS, and also publishes and sells periodical magazines, for example, THE DRAGON, which magazine includes articles and advertising of interest to gaming hobbiests including players of fantasy role playing and aids related to such fantasy role playing and other games.

4. On September 26, 1975 TSR Hobbies, Inc. purchased all assets, including the goodwill and trade name, of the partnership, Tactical Studies Rules, (hereinafter referred to as "Partnership") which Partnership was dissolved November 16, 1975. Pursuant to this purchase, TSR acquired the rights and assumed the obligations of an agreement ("Agreement") entered into by the Partnership with Plaintiff Arneson and Gary Gygax, a Defendant herein. Pursuant to the Agreement TSR acquired the right to assignment of the copyright in the set of game rules entitled DUNGEONS & DRAGONS. The trade name Tactical Studies Rules is sometimes still used by TSR Hobbies, Inc. to identify a division of TSR Hobbies, Inc.

5. TSR has made royalty payments pursuant to the Agreement to plaintiff, Arneson, for sales of the game rules DUNGEONS & DRAGONS, the first such payment to Arneson being made by check dated October 21, 1975. This check is attached as Exhibit F to my accompanying Affidavit made in particular support of the Motion to Dismiss by Defendant, Tactical Studies Rules (a dissolved partnership). This accompanying Affidavit relates more specifically to the past relationship between the dissolved Partnership and TSR Hobbies, Inc., and is hereby incorporated herein by reference. TSR continues to make 5% royalty payments to Arneson for sales of the DUNGEONS & DRAGONS game rules book included in a boxed game entitled "DUNGEONS & DRAGONS Basic Set" and for sales of the three volume set "Original DUNGEONS & DRAGONS Collector's Edition". The TSR royalty

payment to Arneson for sales during the 3rd quarter of 1978, was $5759.14, and for sales during the 4th quarter of 1978, was $6635.50.

6. TSR Hobbies, Inc. is not licensed, qualified or authorized by Minnesota to transact business in the state of Minnesota.

7. The headquarters of TSR Hobbies, Inc. has been in Lake Geneva, Wisconsin since its incorporation, and TSR Hobbies, Inc. has no offices or place of business outside of Wisconsin. TSR Hobbies, Inc. has no office or other facitilies in Minnesota and has no bank account, telephone listing or real or personal property in Minnesota.

8. The only TSR products shipped into Minnesota are in response to orders and payments sent directly from consumers in Minnesota to TSR Hobbies, Inc. at Lake Geneva, or in response to orders sent from a very small number of retailers in Minnesota (usually no more than five) to TSR or to distributors of TSR products located outside of Minnesota. Also, a small number of TSR periodicals (on the order of fity to a hundred) are mailed into Minnesota pursuant to subscription orders received by TSR at Lake Geneva. Since TSR Hobbies, Inc. was incorporated in 1975, for any given fiscal year, sales of all TSR products shipped into Minnesota by TSR has never exceed Fifty-Five Hundred Dollars ($5,500.00) and such sales have always constituted a very small fraction, or less than .7%, of total TSR sales for a given fiscal year. Total sales of TSR products in Minnesota since incorporation are believed to be less than Twelve Thousand Dollars ($12,000.00).

9. TSR has recently made an arrangement (effective the end of January, 1979) with an Individual to act in a capacity as a TSR manufacturer's Rep., to be paid on a commission basis for TSR products sold in a territory including Minnesota and North and South Dakota. As of the date of service of the Complaint herein, no commission was due to the Rep. for sales of any TSR

products shipped into Minnesota, and it is believed that no written contract between TSR and the Rep. has been entered into.

10. One TSR employee officially represented TSR and attended a trade show in Rochester, Minnesota during a single week-end in 1976 and again in 1978, and sales of TSR products at either of these shows are believed to be less than Five Hundred Dollars ($500.00).

11. Plaintiff, Arneson's, First Cause of Action (see Arnesons' Complaint, ¶1.12) alleges that Defendants, from and after the middle of 1977, have continued to publish, market and exploit "Dungeons & Dragons", but have failed and refused to pay royalties in accordance with the Agreement, [Arneson's Exhibit A] based on continuing publications including a boxed game entitled "Dungeons and Dragons, Basic Set", a three-volume set denominated "Original Collectors Edition", a one-volume work entitled "Advanced Dungeons and Dragons, Players Handbook", a one-volume work entitled "[Advanced] Dungeons and Dragons, Monster Manual" and "numerous other playing aids and publications copied, derived and developed from "Dungeons & Dragons" [names in quotations above appear as listed in Arneson's Complaint].

12. Arneson's Second, Third and Fourth Causes of Action specifically relate to the works entitled ADVANCED DUNGEONS & DRAGONS, PLAYERS HANDBOOK and ADVANCED DUNGEONS & DRAGONS, MONSTER MANUAL, which works are alleged to be "copied in substantial part and are wholly derived from the original work entitled Dungeons and Dragons . . .". Also, plaintiff, Arneson, alleges that Defendants "individually and acting in concert", have caused the Players Handbook and Monster Manual to be published in a form falsely represented to be solely authored by Defendant, Gygax.

The Monster Manual (copyright 1977) and the Players Handbook (copyright 1978) were not in existence or published until at least substantially more than a year after the subject Agreement was made.

13. The following is a summary of the total amount of time which employees of TSR Hobbies, Inc. have spent in the design, development, and production preparation of various items bearing the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS from about the winter of 1976. This is divided into hours spent by E. Gary Gygax on design of the items in hours (approximate time, not recorded) and recorded hours spent by the balance of the TSR staff on design, development and preparation.

Summary of Manhours Relating to D&D Projects

Items currently in print: (ADVANCED DUNGEONS & DRAGONS abbreviated "AD&D")

TITLE	GYGAX HOURS	STAFF HOURS	TOTAL HOURS
AD&D Monster Manual	1000	500.0 (approximation, no time cards kept)	1500.0
AD&D Players Handbook	1200	653.8	1853.8
AD&D Module G2	56	78.7	134.7

For the above two products, additional TSR staff hours were invested, for which no records are available; thus these numbers should actually be higher.

AD&D Module G3	72	166.0	238.0
AD&D Module D1	60	183.3	243.3
AD&D Module D2	72	157.1	229.1
AD&D Module D3	80	139.1	219.1
AD&D Module S1	72	434.9	506.9
D&D Module B1	--	349.9	349.9
Totals	1612	2162.8	3774.8

Additional time has been spent on testing all of the above items which was not included in the hours listed.

Items which have not yet been finished or published.

AD&D Dungeonmasters Guide	1500	655.0	2155.0
The World of Greyhawk	220	442.6	662.6
Totals	1720	1097.6	2817.6

	GYGAX HOURS	STAFF HOURS	TOTAL HOURS
Grand Totals	3332	3260.4	6592.4

Additional time will be required to finish the above two items.

14. As indicated in the chart above, substantial amounts of compensated TSR staff time (literally ranging in the thousands of hours) have been expended both by Gary Gygax and by other TSR staff employees in the design, development and preparation of "D&D" projects including ADVANCED DUNGEONS & DRAGONS, PLAYERS HANDBOOK, and ADVANCED DUNGEONS & DRAGONS, MONSTER MANUAL, as well as numerous other playing aids and publications in some way related to the original game rules entitled DUNGEONS & DRAGONS.

15. There are a plurality of TSR employees including but not limited to myself, Timothy Jones, Tim Kask, Dave Southerland, Tom Wham, Mary Gygax, Ernie Gygax, and Skip Williams, (all employees of TSR), and other individuals including but not limited to Joe Fisher and Rob Kuntz, (not employees of TSR), each of whom lives in Lake Geneva or the Milwaukee-Lake Geneva area in Wisconsin and has actually participated in and has personal knowledge of the design, development and preparation of the above referenced D&D projects, which D&D projects Plaintiff, Arneson, apparently alleges are "copied, derived and developed", or "copied in substantial part and wholly derived" from the original work DUNGEONS & DRAGONS.

16. It is the position of TSR Hobbies, Inc. that the above referenced D&D projects have not been copied in substantial part and wholly derived from the original work DUNGEONS & DRAGONS.

17. I make this Affidavit in connection with a Motion being made by Defendants, particularly Defendant, TSR Hobbies, Inc., to Quash Service of Process and Dismiss the Complaint in this Action on the basis of lack of personal jurisdiction over Defendants, including Defendant, TSR Hobbies, Inc.

If sworn as a witness, I am able to testify competently as to the facts contained herein.

Further affiant sayeth not.

Dated at Lake Geneva, Wisconsin, this 1st day of April, 1979.

Brian J. Blume
Secretary and Chairman
TSR HOBBIES, INC.

Subscribed and sworn to
me before this 1st day
of April, 1979.

John L. Beard
Notary Public, State of
Wisconsin
My Commission is Permanent.

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

GARY GYGAX, TACTICAL STUDY RULES, a partnership consisting of Gary Gygax and Brian Blume, and TSR HOBBIES, INC., a corporation.

Defendants.

Civil Action No. 4-79-109

AFFIDAVIT OF BRIAN J. BLUME IN SUPPORT OF MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF PERSONAL JURISDICTION OVER DEFENDANTS, PARTICULARLY DEFENDANT TACTICAL STUDIES RULES (a dissolved partnership)

STATE OF WISCONSIN)
) SS.
COUNTY OF WALWORTH)

BRIAN J. BLUME, being first duly sworn, on oath, deposes and states as follows:

1. I am presently Secretary and Chairman of TSR Hobbies, Inc., a Wisconsin corporation, and reside at 772 Main Street, Lake Geneva, Wisconsin. I was one of the partners of Tactical Studies Rules (hereinafter referred to as "Partnership") prior to its dissolution November 16, 1975, and I am personally familiar with the facts recited below concerning the Partnership and the corporation, TSR Hobbies, Inc.

2. Service of Process in this action on "Tactical Study Rules" [the correct name of the dissolved Partnership and Defendant herein is "Tactical Studies Rules"] was purportedly made in Lake Geneva, Wisconsin by personal service and delivery of a Summons and Complaint on Gary Gygax, a former partner of the dissolved Partnership.

3. The original partnership consisted of Donald R. Kaye and E. Gary Gygax (Gary Gygax) and was formed October 1, 1973. By amendment to the original partnership agreement, effective February 1, 1975, Gary Gygax, Donna Kaye (the heir of the late Donald R. Kaye) and Brian J. Blume (myself) were made full and equal partners in the Partnership.

4. Gary Gygax, on behalf of the Partnership, entered into an agreement to take effect as of 1 April, 1975, (hereinafter referred to as "Agreement") between authors, Gary Gygax and Plaintiff, Dave Arneson ("Arneson"), wherein the authors agreed to assign to the Partnership "...the copyright, the right to publish, sell, and distribute the set of game rules or game entitled DUNGEONS & DRAGONS..." in return for the Partnership agreeing to pay the authors "...a royalty of 10% of the cover price of the game rules or game on each and every copy sold...". (Copy of Agreement attached hereto as Exhibit B).

5. To the extent there was any negotiation between the Partnership and the authors relating to the Agreement, such negotiation occurred in Lake Geneva, Wisconsin, and the Agreement was signed on behalf of the partnership and himself by Gary Gygax in Wisconsin.

6. During the existence of the Partnership, the Partnership was not licensed, qualified, or authorized by Minnesota to transact any business in the state of Minnesota, and the partnership had no offices, no bank account, no telephone listing, and no real or personal property in Minnesota. No business activities of any kind were carried on by the Partnership in Minnesota.

7. The Partnership was dissolved effective November 16, 1975, pursuant to a written Partnership Dissolution Agreement, attached hereto as Exhibit C.

8. Pursuant to a Liquidation Sale acknowledged in the Partnership Dissolution Agreement, all assets of the Partnership, including inventory, goodwill and the trade name of the Partnership, Tactical Studies Rules, were sold and assigned to TSR Hobbies, Inc. Purchase of these assets is evidenced by a copy of a check for the full purchase price, dated September 26, 1975, from TSR Hobbies, Inc. to the Partnership. (A copy of the check is attached hereto as Exhibit D [the copy is inverted because of an error in a microfilm copy]).

9. At the time of the dissolution, all obligations of the Partnership under the Agreement were current, and all other outstanding liabilities of the Partnership were satisfied or paid shortly thereafter. Liquidation and winding-up of the Partnership was completed prior to the end of 1975. The final Partnership tax return for the year 1975, (which indicated the value of the remaining inventory was -0-) was filed February 2, 1976 (first page of the Final Tax Return attached hereto as Exhibit E).

10. Incident to the liquidation sale, TSR Hobbies, Inc. purchased and received all remaining copies of the game rules DUNGEONS & DRAGONS from the Partnership, and assumed the obligations of the Partnership with respect to the Agreement. Thereafter, pursuant to the Agreement, TSR Hobbies paid plaintiff, Arneson, royalties in the amount of One Hundred Twenty-seven Dollars ($127.00) for the sale of Two Hundred and Fifty-four (254) copies of the game rules DUNGEONS & DRAGONS sold by the corporation during the third quarter of 1975. Payment was made by check dated October 21, 1975, from the corporation TSR Hobbies, Inc. to David L. Arneson. (A copy of the check is attached hereto as Exhibit F).

11. All subsequent sales of the game rules DUNGEONS & DRAGONS, and royalty payments due to Arneson from such sales have been made by the corporation, TSR Hobbies, Inc.

12. Shortly after the dissolution of the Partnership and incorporation of TSR Hobbies, Inc., Arneson became a full-time employee of TSR Hobbies, Inc. Arneson's employment by the corporation extended from about the end of January, 1976, to the middle of November, 1976. Arneson was a shareholder of TSR Hobbies, Inc. and attended the shareholder's meetings in 1976 and 1977. Arneson is still a shareholder of TSR Hobbies, Inc. and attended the 1978 shareholder's meeting by proxy.

13. By virtue of his status as employee and shareholder of TSR Hobbies, Inc., and by receipt of royalty payments paid directly by the corporation TSR Hobbies, Inc., to Arneson for sales of Dungeons and Dragons, and through other personal contacts with the Partnership, Arneson was made aware of the dissolution of the Partnership and the incorporation and activities of TSR Hobbies, Inc., including the assumption of rights and obligations under the Agreement by TSR Hobbies, Inc.

14. After receiving the initial royalty check for sales of DUNGEONS & DRAGONS from TSR Hobbies, Inc., and thereafter, (prior to instituting this action) Arneson did not object to the transfer of the rights and obligations of the Agreement from the Partnership to TSR Hobbies, Inc., and Arneson did not look to the Partnership or request the Partnership (after dissolution) to make payment of royalties for sales of DUNGEONS & DRAGONS made by the corporation, TSR Hobbies, Inc.

15. All letters and demands of payment relating to the disputes on royalties due to Arneson for sales of DUNGEONS & DRAGONS have (prior to instituting this action) been directed by Arneson to the corporation, TSR Hobbies, Inc.

16. Arneson alleged in the Complaint filed herein (See Arneson's Complaint, ¶1.4) that "Plaintiff is informed and believes that Defendant, TSR Hobbies, Inc., is the assignee of the rights of the said partnership and assumed the obligations thereof."

17. Arneson alleges in his first cause of action (See Arneson's ¶1.11) that Plaintiff is informed and believes that Defendants in the above-entitled action paid royalties thereon to Plaintiff in accordance with the Agreement [Arneson's Exhibit A] until approximately the middle of 1977. It is not until "from and after the middle of 1977" [almost two years after dissolution and liquidation of the Partnership] that plaintiff, Arneson, alleges Defendants failed and refused to pay Arneson royalties in accordance with the Agreement (See Arneson's ¶1.12).

18. Arneson's second, third, and fourth causes of action specifically relate to works entitled ADVANCED DUNGEONS & DRAGONS, PLAYERS HANDBOOK ("PLAYERS HANDBOOK"), and ADVANCED DUNGEONS & DRAGONS, MONSTER MANUAL ("MONSTER MANUAL"), which works are alleged to be "copied in substantial part and wholly derived from the original work entitled DUNGEONS and DRAGONS" (See Arneson's ¶2.2). Also, Arneson alleges that Defendants, "individually and acting in concert", have caused the PLAYERS HANDBOOK and MONSTER MANUAL to be published in a form falsely represented to be solely authored by Defendant, Gygax (See Arneson's ¶2.3).

19. The MONSTER MANUAL (copyright 1977) and the PLAYERS HANDBOOK (copyright 1978) were not in existence or published until at least substantially more than a year after dissolution of the Partnership. (Copies of the title pages of the MONSTER MANUAL and PLAYERS HANDBOOK attached hereto as Exhibits G and H, respectively).

20. I make this Affidavit in connection with a motion being made by Defendants, particularly Defendant Tactical Studies Rules (a dissolved partnership, formerly comprising Gary Gygax, and Brian Blume) to quash Service of process and to dismiss the Complaint in this action on the basis of lack of personal jurisdiction over Defendants, including Defendant Tactical Studies Rules.

21. If sworn as a witness, I am able to testify compentently as to the facts contained herein.

Further Affiant sayeth not.

Dated at Lake Geneva, Wisconsin this 1st day of April, 1979.

Brian J. Blume

Subscribed and sworn to
before me this 1st day
of April, 1979.

John L. Beard
Notary Public, State of Wisconsin
My Commission is Permanent.

EXHIBIT B

AGREEMENT

To take effect as of 1 April 1975, item 4. below notwithstanding.

THIS AGREEMENT is made between the the Author(s) specified hereafter and Tactical Studies Rules, 542 Sage Street, Lake Geneva, WI 53147, hereafter called TSR.

Author(s): Gary Gygax, 330 Center St., La.,Geneva, WI

Dave Arneson, 1496 Hartford Ave, St. Paul, MN

1. The Author(s) hereby agree to assign to TSR the copyright, the right to publish, sell, and distribute, the set of game rules or game entitled DUNGEONS & DRAGONS, in any form TSR deems suitable for commercial sales, as well as any other similar rights.

2. TSR hereby agrees to pay the Author(s) a royalty of TEN PERCENT (10 %) of the cover price of the game rules or game on each and every copy sold; this royalty to be payable on a quarterly basis reported within 30 days after the end of each quarter, with quarters ending 31 March, 30 June, 30 September and 31 December of each year.

3. TSR also hereby agrees that the ownership of the copyright mentioned above shall revert to the Author(s) not more than 90 days after the set of game rules or game is no longer maintained in-print.

4. This Agreement shall not be considered a valid contract until all parties concerned have signed and dated the contract, but upon so signing the contract shall take effect on a retroactive basis from the date of publication of the set of game rules or game.

TACTICAL STUDIES RULES

E. Gary Gygax — 7 April 1975

E. Gary Gygax, Editor

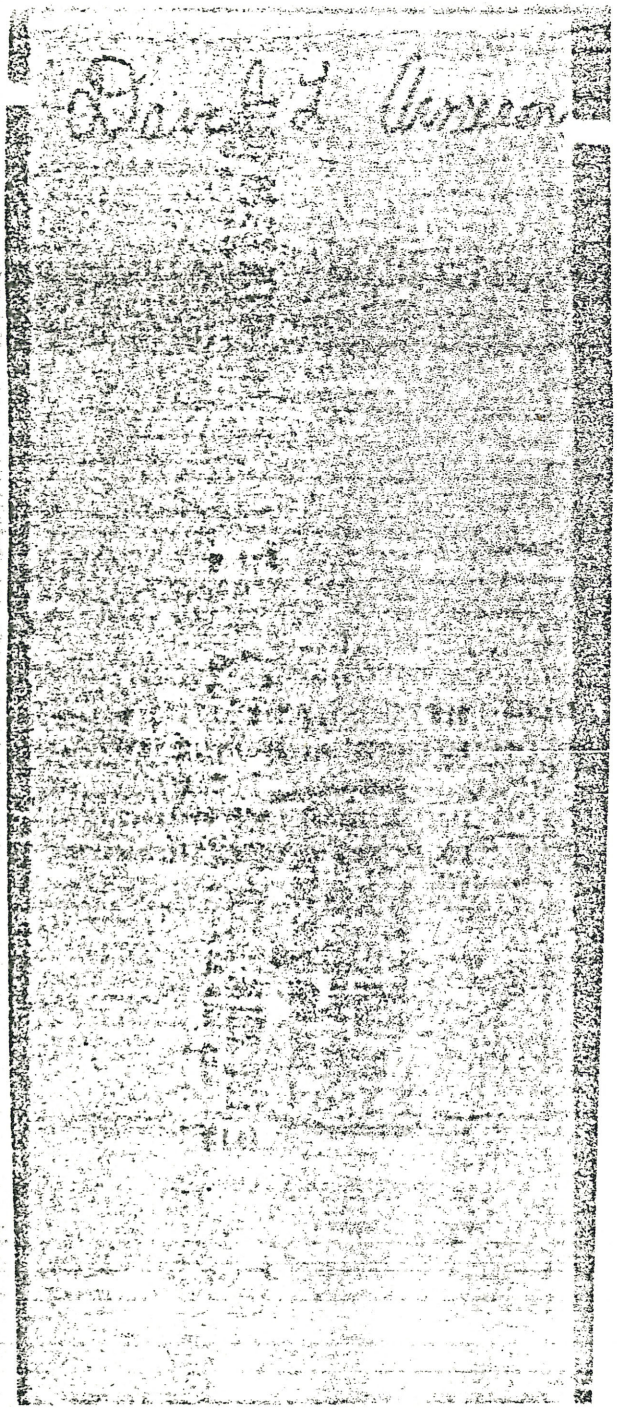
Gary Gygax — 7 April 1975

Gary Gygax

Dave Arneson — 14-4-75

Dave Arneson

EXHIBIT C



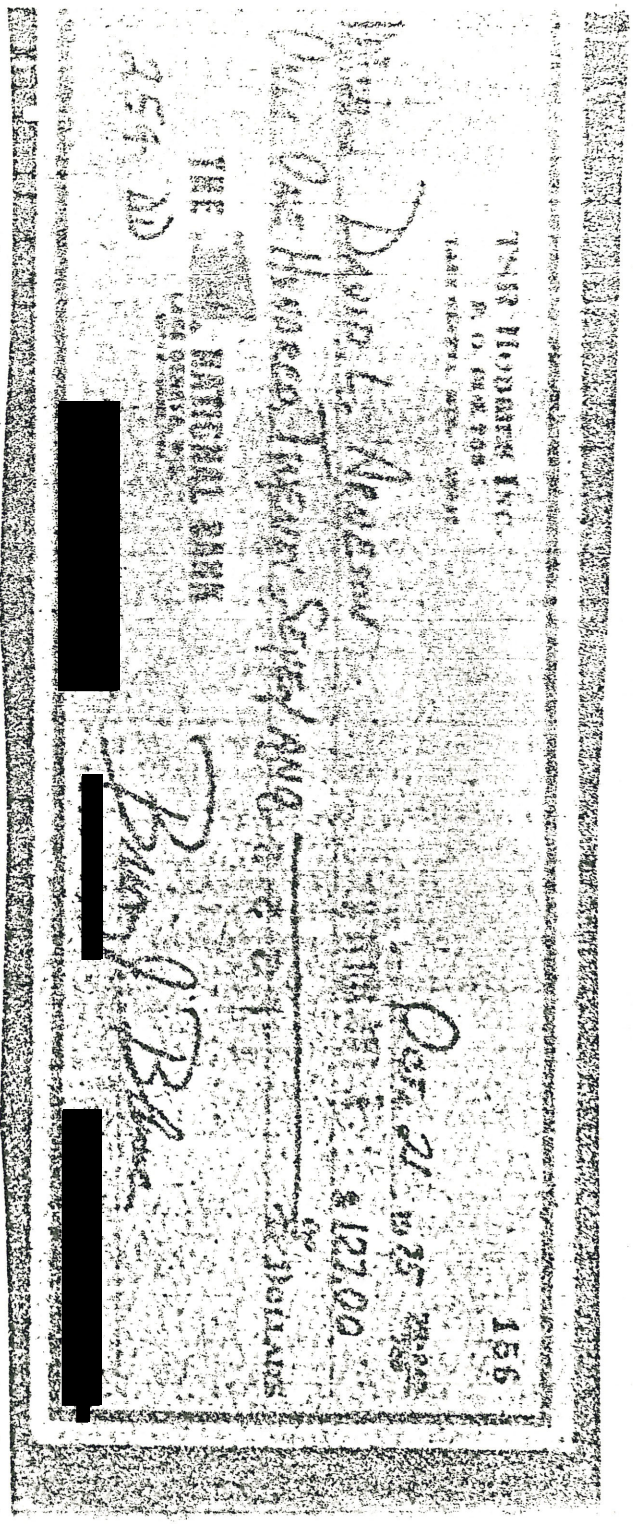
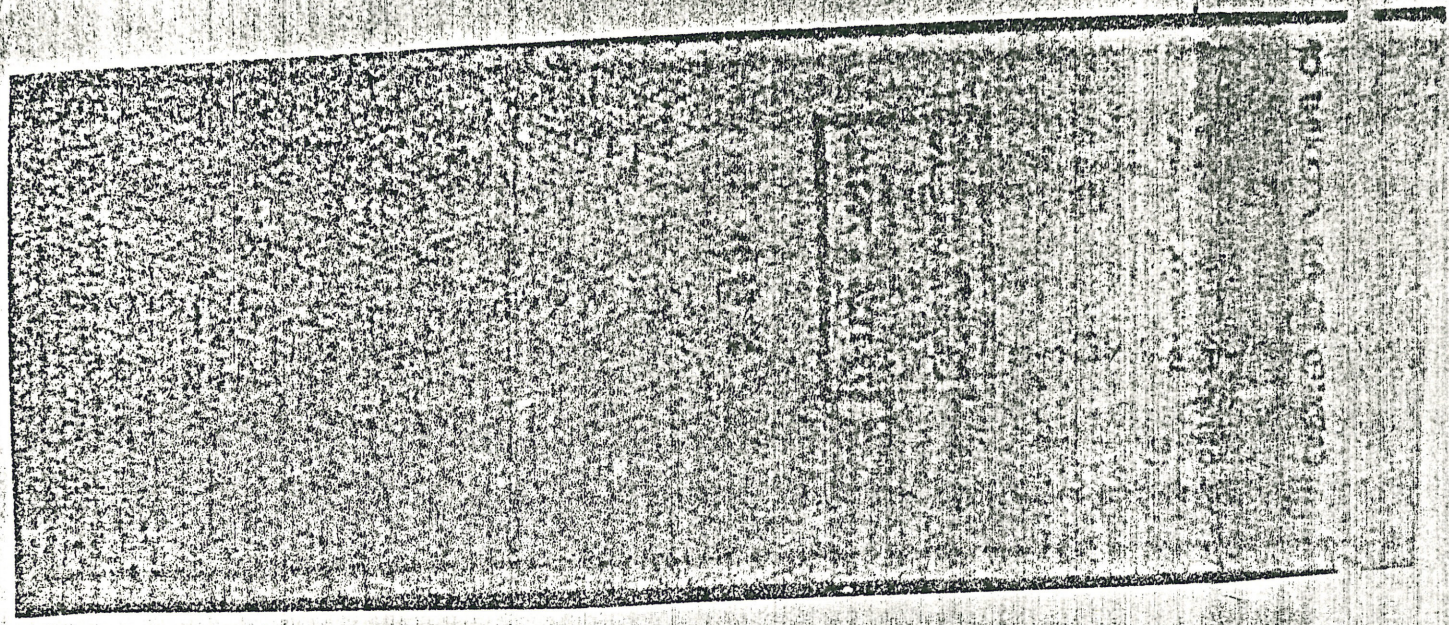
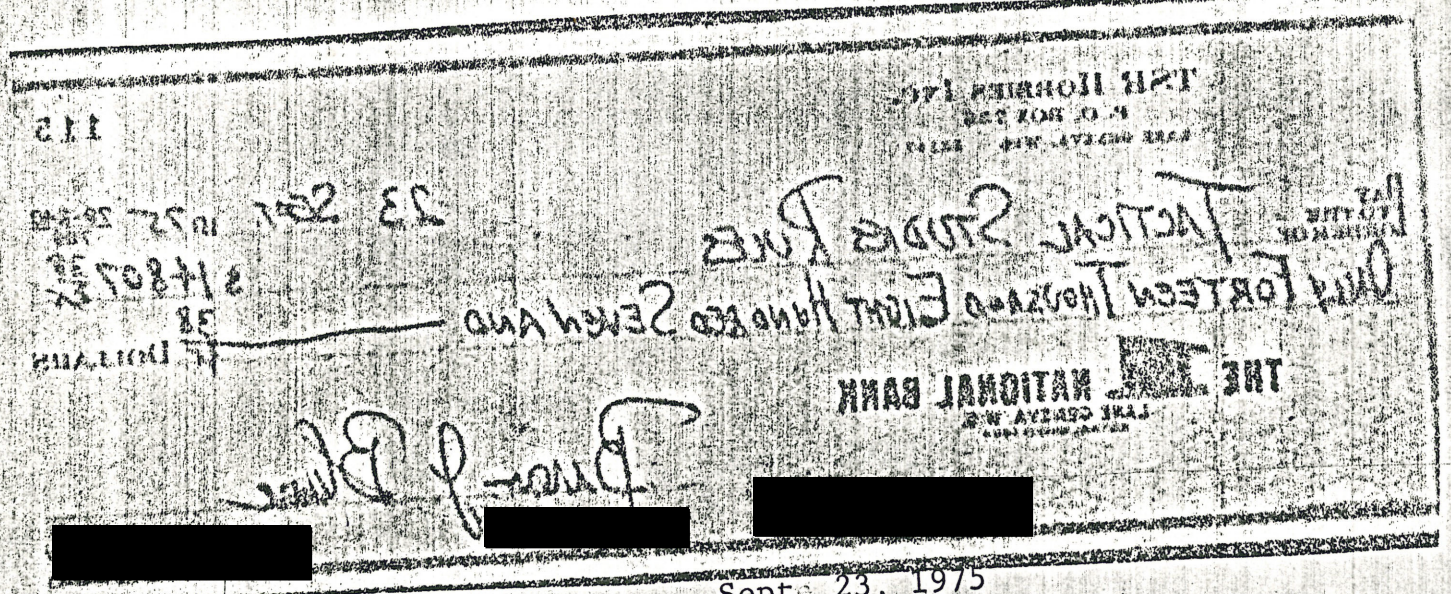


EXHIBIT D





Sept. 23, 1975

Tactical Studies Rules

Only Forteen Thousand Eight Hundred Seven and 38/100

Brian J. Blume

FINAL RETURN

EXHIBIT E

Form **1065**
Department of the Treasury
Internal Revenue Service

U.S. Partnership Return of Income

FOR CALENDAR YEAR 1975 or other taxable year beginning ..... 1975, and ending ..... 19.....

1975

A Principal business activity (See page 7 of instructions): GAME RULES

B Principal product or service (See page 7 of instructions)

Name: Tactical Studies Rules

Number and street: 330 Center Street P.O. Box 756

Place label here

City or town, State, and ZIP code: Lake Geneva Wisconsin 53147

C Enter total assets from line 15, column (D), Schedule L: $ 210.00

D [redacted]

E Business code no. (See page 7 of instructions)

F Date business commenced

IMPORTANT—Fill in all applicable lines and schedules. If the lines on the schedules are not sufficient, see Instruction P. Enter any items specially allocated to the partners on Schedule K, line 15, instead of the numbered lines on this page or in Schedules D through J. (See General Instruction O.)

INCOME

1a	Gross receipts or sales $ ..... 1b Less returns and allowances $ ..... Balance ➤	1c	56 639	47
2	Less: Cost of goods sold and/or operations (line 34, Schedule A)	2	30 903	23
3	Gross profit	3	25,736	24
4	Ordinary income (loss) from other partnerships, syndicates, etc. (attach statement)	4		
5	Nonqualifying dividends (attach list—see Instruction 5)	5		
6	Interest	6		
7	Rents (Schedule H)	7		
8	Royalties (attach schedule)	8		
9	Net farm profit (loss) (attach Schedule F (Form 1040))	9		
10	Net ordinary gain (loss) (Form 4797, line 9)	10		
11	Other income (attach schedule)	11		
12	TOTAL income (lines 3 through 11)	12	25,736	24

DEDUCTIONS

13	Salaries and wages (other than to partners)	13		
14	Payments to partners—Salaries and interest	14	1796	91
15	Rent	15		
16	Interest (attach schedule)	16		
17	Taxes (attach schedule)	17		
18	Bad debts (Schedule I if you use reserve method)	18		
19	Repairs	19		
20	Depreciation (Schedule J)	20		
21	Amortization (attach schedule)	21		
22	Depletion (attach schedule)	22		
23a	Retirement plans, etc. (other than amounts for partners—see Instruction 23a). (Enter number of plans ➤ .....)	23a		
23b	Employee benefit programs (see Instruction 23b)	23b		
24	Other deductions (attach schedule)	24	12 922	33
25	TOTAL deductions (lines 13 through 24)	25	14 718	24
26	Ordinary income (loss) (line 12 less line 25) (see General Instruction G)	26	11,011	31

Schedule A—COST OF GOODS SOLD AND/OR OPERATIONS (See Instruction 2)

27	Inventory at beginning of year (if different from last year's closing inventory, attach explanation)	27	1 231	10
28a	Purchases $ ..... 28b Less cost of items withdrawn for personal use $ ..... Balance ➤	28c	29 217	13
29	Cost of labor	29		
30	Material and supplies	30		
31	Other costs (attach schedule)	31		
32	Total of lines 27 through 31	32	30 285	23
33	Less: Inventory at end of year	33	[illegible]	
34	Cost of goods sold. Enter here and on line 2, above	34	30 903	23

Inventory valuation method ➤

Was there any substantial change in the way you determined quantities, costs or valuations between the opening and closing inventories? ☐ Yes ☒ No

If "Yes," attach explanation.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. If prepared by a person other than partner or member, the preparer's declaration is based on all information of which the preparer has any knowledge.

➤ [signature] Signature of partner or member — Date 2/1/76

➤ WALKER, DODSON, ERICKSON & SMITH, C.P.A.'S #391092400

EXHIBIT F

PARTNERSHIP DISSOLUTION AGREEMENT

THIS AGREEMENT made this 16th day of November, 1975, by E. Gary Gygax, Brian J. Blume, and Donna M. Kaye, all of Lake Geneva, Wisconsin.

Whereas, the parties have heretofore been engaged in business as partners under an agreement dated October 1, 1973, and as amended on February 1, 1975, and

Whereas, the parties now desire to dissolve and terminate the partnership, and

Whereas, the parties have agreed upon a program of liquidation and distribution of the partnership assets,

It Is Therefore agreed as follows:

1. Dissolution. The partnership under the agreement dated October 1, 1973, and as amended on February 1, 1975, is hereby dissolved as of this day. No further business shall be done by the partnership and no further obligations shall be incurred on its behalf by any of the partners, except for the purpose of carrying out liquidation and termination of the partnership as provided herein.

2. Liquidation Sale. It is agreed and understood that prior to the execution of this dissolution agreement, by oral agreement of the respective partners, arrangements have been made by the parties for a liquidation sale of all of the assets of the partnership. Such a sale was conducted on the premises of the partnership in accordance with the requirements of the applicable state statutes and municipal ordinances and the necessary permits issued pursuant thereto.

3. Final Disposition. It is agreed and understood by the parties hereto that all of the assets of the partnership, including all fixtures and equipment, inventory, accounts receivable, good will, and the trade name of the

partnership, have been sold to TSR Hobbies, Inc., a Wisconsin corporation, having its principal offices in Lake Geneva, Wisconsin, for a total purchase price of Fourteen Thousand Eight Hundred Seven and 38/100 ($14,807.38) Dollars.

4. Bank Account. Until the final liquidation of the affairs of the partnership, the partnership shall continue to maintain its bank account in the Citizens National Bank of Lake Geneva. All monies received on the sale of any of the assets of the partnership shall be deposited in this bank account.

5. Payment of Debts. From time to time during this program of liquidation, the partnership shall pay its debts and obligations and the expenses of liquidation as they are due. These expenses shall specifically include the sales tax liability of the partnership in Wisconsin for 1974, together with the necessary attorneys' fees and accountants' fees involved in the liquidation of the partnership.

6. Partnership Accounting. As soon as possible after November 1, 1975, the books and the records of the partnership shall be closed by the accountant regularly employed by the partnership and the final partnership income tax return shall be prepared. Books and records of the partnership shall be left in custody of such accountant, but each of the parties shall have free access thereto at all times.

7. Contributions or Distributions. If the proceeds of liquidation, after paying the expenses of liquidation, are insufficient to pay all of the debts and obligations of the partnership in full, each of the parties shall make contributions to the partnership, after necessary adjustments have first been made in the capital and drawing accounts of the parties, in proportion to his respective interest in the partnership gains and losses as set forth in the partnership agreement. If the proceeds of liquidation, after paying the expenses of liquidation and after providing for reasonable reserves, are sufficient to pay all the debts and obligations of the partnership in full, then the excess shall be distributed to each of the parties, after necessary

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ATTORNEYS AT LAW
GENEVA TOWERS, SUITE 200
101 BROAD STREET
LAKE GENEVA, WISCONSIN
53147

adjustments have first been made in the capital and drawing accounts of the parties, in proportion to his respective interest in partnership profits as set forth in the partnership agreement as amended.

8. Certificate of Dissolution. The parties shall execute and cause to be filed an appropriate certificate of partnership dissolution, and shall execute, file and publish any other certificates and notices suggested by counsel for the partnership.

9. Control over Liquidation. All questions or disputes that may arise between the parties in the course of this program of liquidation shall be decided by a vote of a majority of the parties, and all such decisions shall be binding on each of the parties hereto.

10. Claims. Each of the parties acknowledges that, except for his rights under this agreement, he has no claims whatsoever against either of the other parties. If any of the parties hereto shall be held individually liable for partnership debt or obligation not paid or provided for under this agreement, such parties shall have a claim over and against the other parties in accordance with the intent and purpose of this agreement.

11. Benefit. This agreement shall benefit and be binding upon the respective heirs, executors, administrators, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have signed this agreement.

/s/
E. Gary Gygax

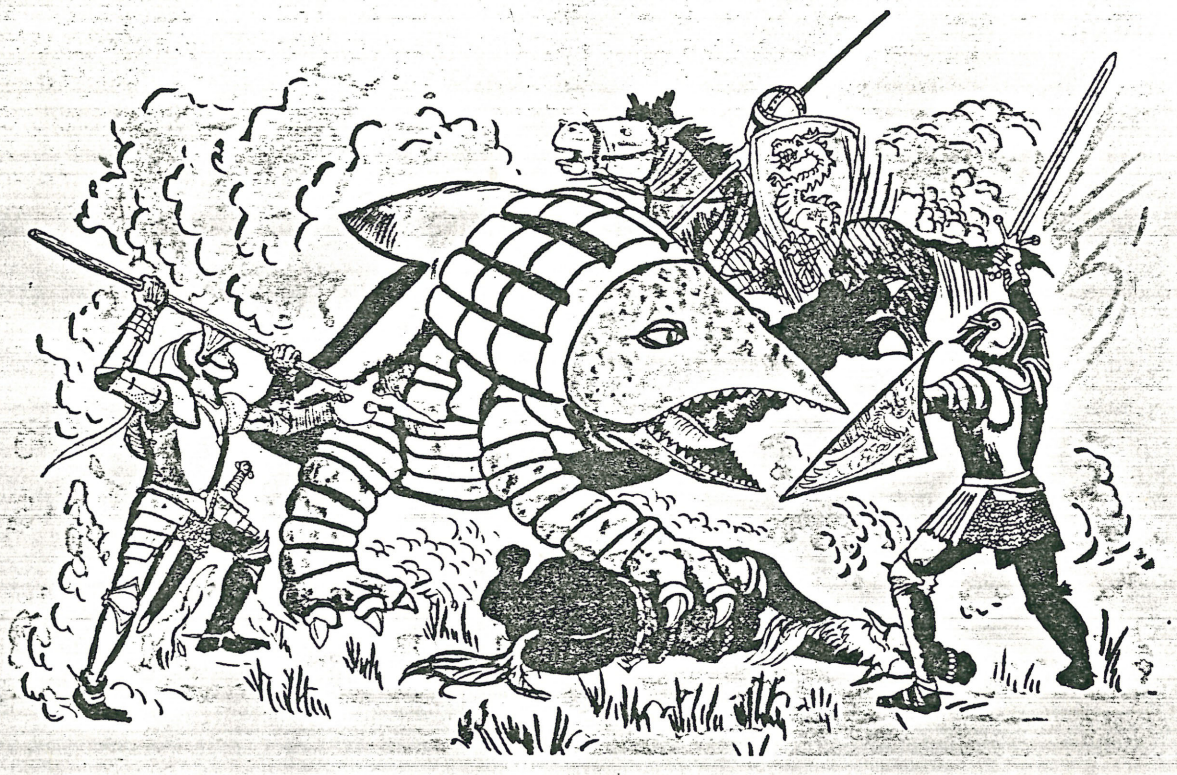
Donna M. Kaye

/s/
Brian J. Blume

ALLEN & LEXON
ATTORNEYS AT LAW
GENEVA TOWERS, SUITE 340
181 BROAD STREET
LAKE GENEVA, WISCONSIN

EXHIBIT G

ADVANCED DUNGEONS & DRAGONS



SPECIAL REFERENCE WORK

MONSTER MANUAL

AN ALPHABETICAL COMPENDIUM OF ALL OF THE MONSTERS FOUND IN ADVANCED DUNGEONS & DRAGONS, INCLUDING ATTACKS, DAMAGE, SPECIAL ABILITIES, AND DESCRIPTIONS.

by Gary Gygax

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Illustrations by David C. Sutherland III
D. A. Trampier
Tom Wham
Cover by David C. Sutherland III

Inquiries regarding this work should be accompanied by a stamped envelope and sent to TSR Hobbies, Inc., POB 756, Lake Geneva, WI 53147.

printed in the u.s.a.

EXHIBIT H

ADVANCED DUNGEONS & DRAGONS®

SPECIAL REFERENCE WORK

PLAYERS HANDBOOK

A COMPILED VOLUME OF INFORMATION FOR PLAYERS OF **ADVANCED DUNGEONS & DRAGONS,** INCLUDING: CHARACTER RACES, CLASSES, AND LEVEL ABILITIES; SPELL TABLES AND DESCRIPTIONS; EQUIPMENT COSTS; WEAPONS DATA; AND INFORMATION ON ADVENTURING.

by Gary Gygax

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Illustrations by David C. Sutherland III
D. A. Trampier
Cover by D. A. Trampier

Inquiries regarding this work should be accompanied by a stamped envelope and sent to
TSR Hobbies, POB 756, Lake Geneva, WI 53147

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Printed in the U.S.A.

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

GARY GYGAX, TACTICAL STUDY RULES, a partnership consisting of Gary Gygax and Brain Blume, and TSR HOBBIES, INC., a corporation.

Defendants.

Civil Action No. 4-79-109

AFFIDAVIT OF E. GARY GYGAX IN SUPPORT OF MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF PERSONAL JURISDICTION OVER DEFENDANTS, PARTICULARLY DEFENDANT GYGAX

E. GARY GYGAX (Gary Gygax), being first duly sworn, on oath, deposes and states as follows:

1. I am an adult individual named as one of the Defendants in the above entitled action, and a resident of the State of Wisconsin.

2. I am presently the President of TSR Hobbies, Inc. and reside at Rt. 5, Box 445, Lake Geneva, Wisconsin.

3. Service of Process in this action was purportedly made in Lake Geneva, Wisconsin by personal service and delivery of a Summons and Complaint on me, as an individual.

4. When served, I was neither present within the state of Minnesota, a Minnesota domicilary, nor engaged in any business or any other activity whatsoever in Minnesota. I am not licensed, qualified or authorized by Minnesota to transact any business in the state of Minnesota, and I have no office, no bank account, no telephone listing, and no real or personal property in Minnesota.

5. From a time prior to the formation of the partnership Tactical Studies Rules (now dissolved) I have

traveled to Minnesota only twice, once on behalf of the corporation, TSR Hobbies, Inc., to meet with Prof. M. A. R. Barker, and once accompanied by my family during a personal vacation trip.

6. I was one of the partners of Tactical Studies Rules (hereinafter referred to as "Partnership") prior to its dissolution November 16, 1975, and I am personally familiar with the facts recited below concerning the Partnership and the corporation, TSR Hobbies, Inc.

7. Service of Process in this action on "Tactical Study Rules" [The correct name of the dissolved Partnership and a Defendant herein is "Tactical Studies Rules"] was purportedly made in Lake Geneva, Wisconsin by personal service and delivery of a Summons and Complaint on me.

8. The original partnership consisted of Donald R. Kaye and myself and was formed October 1, 1973. By amendment to the original partnership agreement, effective February 1, 1975, Donna Kaye (the heir of the late Donald R. Kaye) Brian J. Blume, and myself were made full and equal partners in the Partnership.

9. On behalf of the Partnership, I entered into an agreement to take effect as of 1 April, 1975, (hereinafter referred to as "Agreement") between authors, Gary Gygax (myself) and Plaintiff, Dave Arneson ("Arneson"), wherein the authors agreed to assign to the Partnership "...the copyright, the right to publish, sell, and distribute the set of game rules or game entitled DUNGEONS & DRAGONS..." in return for the Partnership agreeing to pay the authors "...a royalty of 10% of the cover price of the game rules or game on each and every copy sold...". (Copy of Agreement attached to an accompanying Affidavit of Brian J. Blume as Exhibit B).

10. To the extent there was any negotiation between the Partnership and the authors relating to the Agreement, such negotiation occurred in Lake Geneva, Wisconsin, and the Agreement was signed on behalf of the partnership and myself in Wisconsin.

11. During the existence of the Partnership, the Partnership was not licensed, qualified, or authorized by Minnesota to transact any business in the state of Minnesota, and the partnership had no offices, no bank account, no telephone listing, and no real or personal property in Minnesota. No business activities of any kind were carried on by the Partnership in Minnesota.

12. The Partnership was dissolved effective November 16, 1975, pursuant to a written Partnership Dissolution Agreement, attached to an accompanying Affidavit of Brian J. Blume as Exhibit C.

13. Pursuant to a Liquidation Sale acknowledged in the Partnership Dissolution Agreement, all assets of the Partnership, including inventory, goodwill and the trade name of the Partnership, Tactical Studies Rules, were sold and assigned to TSR Hobbies, Inc. Purchase of these assets is evidenced by a copy of a check for the full purchase price, dated September 26, 1975, from TSR Hobbies, Inc. to the Partnership. (A copy of the check is attached to an accompanying Affidavit of Brian J. Blume as Exhibit D [the copy is inverted because of an error in a microfilm copy]).

14. At the time of the dissolution, all obligations of the Partnership under the Agreement were current, and all other outstanding liabilities of the Partnership were satisfied or paid shortly thereafter. Liquidation and winding-up of the Partnership was completed prior to the end of 1975. The final Partnership tax return for the year

1975, (which indicated the value of the remaining inventory was -0-) was filed February 2, 1976 (first page of the Final Tax Return attached to an accompanying Affidavit of Brian J. Blume as Exhibit E).

15. Incident to the liquidation sale, TSR Hobbies, Inc. purchased and received all remaining copies of the game rules DUNGEONS & DRAGONS from the Partnership, and assumed the obligations of the Partnership with respect to the Agreement. Thereafter, pursuant to the Agreement, TSR Hobbies paid plaintiff, Arneson, royalties in the amount of One Hundred Twenty-seven Dollars ($127.00) for the sale of Two Hundred and Fifty-four (254) copies of the game rules DUNGEONS & DRAGONS sold by the corporation during the third quarter of 1975. Payment was made by check dated October 21, 1975, from the corporation TSR Hobbies, Inc. to David L. Arneson. (A copy of the check is attached to an accompanying Affidavit of Brian J. Blume as Exhibit F).

16. All subsequent sales of the game rules DUNGEONS & DRAGONS, and royalty payments due to Arneson from such sales have been made by the corporation, TSR Hobbies, Inc.

17. Shortly after the dissolution of the Partnership and incorporation of TSR Hobbies, Inc., Arneson became a full-time employee of TSR Hobbies, Inc.. Arneson's employment by the corporation extended from about the end of January, 1976, to the middle of November, 1976. Arneson was a shareholder of TSR Hobbies, Inc. and attended the shareholders' meetings in 1976 and 1977. Arneson is still a shareholder of TSR Hobbies, Inc. and attended the 1978 shareholders' meeting by proxy.

18. By virtue of his status as employee and shareholder of TSR Hobbies, Inc., and by receipt of royalty payments

paid directly by the corporation TSR Hobbies, Inc., to Arneson for sales of Dungeons and Dragons, and through other personal contacts with the Partnership, Arneson was made aware of the dissolution of the Partnership and the incorporation and activities of TSR Hobbies, Inc., including the assumption of rights and obligations under the Agreement by TSR Hobbies, Inc.

19. After receiving the initial royalty check for sales of DUNGEONS & DRAGONS from TSR Hobbies, Inc., and thereafter, (prior to instituting this action) Arneson did not object to the transfer of the rights and obligations of the Agreement from the Partnership to TSR Hobbies, Inc., and Arneson did not look to myself or the Partnership or request me or the Partnership (after dissolution) to make payment of royalties for sales of DUNGEONS & DRAGONS made by the corporation, TSR Hobbies, Inc.

20. All letters and demands of payment relating to the disputes on royalties due to Arneson for sales of DUNGEONS & DRAGONS have (prior to instituting this action) been directed by Arneson to the corporation, TSR Hobbies, Inc.

21. Arneson alleged in the Complaint filed herein (See Arneson's Complaint, ¶1.4) that "Plaintiff is informed and believes that Defendant, TSR Hobbies, Inc., is the assignee of the rights of the said partnership and assumed the obligations thereof."

22. Plaintiff, Arneson's, First Cause of Action (see Arnesons' Complaint, ¶1.12) alleges that Defendants, from and after the middle of 1977, have continued to publish, market and exploit "Dungeons & Dragons", but have failed and refused to pay royalties in accordance with the Agreement, [Arneson's Exhibit A] based on continuing publications including a boxed game entitled "Dungeons and Dragons, Basic

Set", a three-volume set denominated "Original Collectors Edition", a one-volume work entitled "Advanced Dungeons and Dragons, Players Handbook", a one-volume work entitled "[Advanced] Dungeons and Dragons, Monster Manual" and "numerous other playing aids and publications copied, derived and developed from "Dungeons & Dragons" [names in quotations above appear as listed in Arneson's Complaint].

23. Arneson's Second, Third and Fourth Causes of Action specifically relate to the works entitled ADVANCED DUNGEONS & DRAGONS, PLAYERS HANDBOOK and ADVANCED DUNGEONS & DRAGONS, MONSTER MANUAL, which works are alleged to be "copied in substantial part and are wholly derived from the original work entitled Dungeons and Dragons...". Also, plaintiff, Arneson, alleges that Defendants "individually and acting in concert", have caused the Players Handbook and Monster Manual to be published in a form falsely represented to be solely authored by Defendant, Gygax. The Monster Manual (copyright 1977) and the Players Handbook (copyright 1978) were not in existence or published until at least substantially more than a year after the subject Agreement was made.

24. The following is a summary of the total amount of time which employees of TSR Hobbies, Inc. have spent in the design, development, and production preparation of various items bearing the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS from about the winter of 1976. This is divided into hours spent by E. Gary Gygax (myself) on design of the items in hours (approximate time, not recorded) and recorded hours spent by the balance of the TSR staff on design, development and preparation.

Summary of Manhours Relating to D&D Projects

Items currently in print: (ADVANCED DUNGEONS & DRAGONS abbreviated "AD&D")

TITLE	GYGAX HOURS	STAFF HOURS	TOTAL HOURS
AD&D Monster Manual	1000	500.0 (approximation, no time card kept)	1500.0
AD&D Players Handbook	1200	653.8	1853.8
AD&D Module G2	56	78.7	134.7

For the above two products, additional TSR staff hours were invested, for which no records are available; thus these numbers should actually be higher.

AD&D Module G3	72	166.0	238.0
AD&D Module D1	60	183.3	243.3
AD&D Module D2	72	157.1	229.1
AD&D Module D3	80	139.1	219.1
AD&D Module S1	72	434.9	506.9
D&D Module B1	--	349.9	349.9
Totals	1612	2162.8	3774.8

Additional time has been spent on testing all of the above items which was not included in the hours listed.

Items which have not yet been finished or published.

AD&D Dungeonmasters Guide	1500	655.0	2155.0
The World of Greyhawk	220	442.6	662.6
Totals	1720	1097.6	2817.6

	GYGAX HOURS	STAFF HOURS	TOTAL HOURS
Grand Totals	3332	3260.4	6592.4

Additional time will be required to finish the above two items.

25. As indicated in the chart above, substantial amounts of compensated TSR staff time (literally ranging in the thousands of hours) have been expended both by myself and by other TSR staff employees in the design, development and preparation of "D&D" projects including ADVANCED DUNGEONS & DRAGONS, PLAYERS HANDBOOK, and ADVANCED DUNGEONS & DRAGONS, MONSTER MANUAL, as well as numerous other playing aids and publications in some way related to the original game rules entitled DUNGEONS & DRAGONS.

26. There are a plurality of TSR employees including but not limited to myself, Brian Blume, Timothy Jones, Tim Kask, Dave Southerland, Tom Wham, Mary Gygax, Ernie Gygax, and Skip Williams (all employees of TSR), and other individuals including but not limited to Joe Fisher and Rob Kuntz, (not employees of TSR), each of whom lives in Lake Geneva or the Milwaukee-Lake Geneva area in Wisconsin and has actually participated in and has personal knowledge of the design, development and preparation of the above referenced D&D projects, which D&D projects Plaintiff, Arneson, apparently alleges are "copied, derived and developed," or "copied in substantial part and wholly derived" from the original work DUNGEONS & DRAGONS.

27. It is the position of TSR Hobbies, Inc. that the above referenced D&D projects have not been copied in substantial part and wholly derived from the original work DUNGEONS & DRAGONS.

28. I make this Affidavit in connection with a Motion being made by Defendants, particularly myself, Gary Gygax, to Quash Service of Process and to Dismiss the Complaint in this Action on the basis of lack of personal jurisdiction over Defendants, including Gary Gygax.

If sworn as a witness, I am able to testify compentently as to the facts contained herein.

Further Affiant sayeth not.

Dated at Lake Geneva, Wisconsin this 1st day of April, 1979.

E. Gary Gygax

Subscribed and sworn to
before me this 1st day
of April, 1979.

John L. Beard
Notary Public, State of
Wisconsin
My Commission is Permanent.

JOHN S. BEST
JOSEPH R. FILACHEK
ROY C. LaBUDDE
THOMAS S. STONE
BAYARD H. MICHAEL
JAMES T. HARRINGTON
JAMES F. SPOHN
JOHN K. MacIVER
PAUL R. PUERNER
JAMES C. MALLATT
FRANK J. PELISEK
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JOSEPH A. GEMIGNANI
ROBERT E. CLEMENCY
ANDREW O. RITERIS
MARSHALL R. BERKOFF
GAAR W. STEINER
DAVID R. OLSON
RICKARD T. O'NEIL
F. WILLIAM HABERMAN
ROBERT A. SCHNUR
LEE J. GERONIME
JEROME H. KRINGEL
DAVID J. CANNON
SCOTT H. ENGROFF
THOMAS E. OBENBERGER
ARVID A. SATHER
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JOHN R. SAPP

JEFFREY L. ABRAHAM
WILLARD C. JACKSON
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DAVID B. SMITH
THOMAS W. SCRIVNER
STEVEN J. RIEGEL
MICHAEL E. HUSMANN
DANIEL D. RYAN
FRANK J. SIGNORIELLO
TONI L. BONNEY

JOHN W. MICHAEL
HERMAN E. FRIEDRICH
GERRIT D. FOSTER
HERMAN J. JONGEBLOED
OF COUNSEL
KENNETH K. LUCE
(1912-1977)

MICHAEL, BEST & FRIEDRICH

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MILWAUKEE, WISCONSIN 53202

TELEPHONE:
(414) 271-6560

CABLE: MIBEF

MADISON OFFICE:
ONE SOUTH PINCKNEY STREET
P.O. BOX 1806
MADISON, WISCONSIN 53701
(608) 257-3501

April 30, 1979

RECEIVED
MAY 2 1979
CLERK, U.S. DIST. COURT

Clerk of Courts
U.S. District Court
District of Minnesota
Fourth Division
110 South 4th Street
Minneapolis, MN 55401

Re: David L. Arneson vs. Gary Gygax, Tactical Study Rules, a partnership consisting of Gary Gygax and Brian Blume, and TSR Hobbies, Inc., a corporation.
Civil Action No. 4-79-109

Dear Sir:

Enclosed, for filing, please find a CERTIFICATE OF SERVICE for papers recently filed in the above referenced action.

Very truly yours,

MICHAEL, BEST & FRIEDRICH

John L. Beard

John L. Beard

JLB/bjs
Encl:

MICHAEL, BEST & FRIEDRICH

250 EAST WISCONSIN AVENUE

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HERMAN E. FRIEDRICH
GERRIT D. FOSTER
HERMAN J. JONGEBLOED
OF COUNSEL
KENNETH K. LUCE
(1912-1977)

April 4, 1979

RECEIVED
APR 6 1979
CLERK, U.S. DIST. COURT

Clerk of Court
U.S. District Court
District of Minnesota
Fourth Division
110 South 4th Street
Minneapolis, MN 55401

Re: David L. Arneson vs. Gary Gygax, Tactical Study Rules et al. - C.A. #4-79-109

Dear Sir:

An original and one copy of the following were sent to you by our letter of April 3, 1979.

MOTION FOR ORDER QUASHING SERVICE OF PROCESS AND DISMISSING SUIT FOR LACK OF PERSONAL JURISDICTION OVER DEFENDANTS

ALTERNATE MOTION TO TRANSFER UNDER 28 U.S.C. §1404(a)

NOTICE OF HEARING ON DEFENDANTS' MOTION AND ALTERNATE MOTION

The hearing date for the above motions (which was originally Monday, May 7, 1979) has been changed to Monday, May 14, 1979 at 9 o'clock or soon thereafter. The hearing date was changed to May 14, 1979 pursuant to a telephone conference with Mr. Lindquist, Judge Devitt's Calendar Clerk.

Very truly yours,

MICHAEL, BEST & FRIEDRICH

John L. Beard

John L. Beard

JLB/bjs
Encl:
cc: M. Jacobson, Esq.
J. Michael Hirsch, Esq.

MICHAEL, BEST & FRIEDRICH

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OF COUNSEL
KENNETH K. LUCE
(1912-1977)

April 4, 1979

Clerk of Court
U.S. District Court
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Fourth Division
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Minneapolis, MN 55401

Re: David L. Arneson vs. Gary Gygax, Tactical Study Rules et al. - C.A. #4-79-109

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An original and one copy of the following were sent to you by our letter of April 3, 1979.

MOTION FOR ORDER QUASHING SERVICE OF PROCESS AND DISMISSING SUIT FOR LACK OF PERSONAL JURISDICTION OVER DEFENDANTS

ALTERNATE MOTION TO TRANSFER UNDER 28 U.S.C. §1404(a)

NOTICE OF HEARING ON DEFENDANTS' MOTION AND ALTERNATE MOTION

The hearing date for the above motions (which was originally Monday, May 7, 1979) has been changed to Monday, May 14, 1979 at 9 o'clock or soon thereafter. The hearing date was changed to May 14, 1979 pursuant to a telephone conference with Mr. Lindquist, Judge Devitt's Calendar Clerk.

Very truly yours,

MICHAEL, BEST & FRIEDRICH

John L. Beard

John L. Beard

JLB/bjs
Encl:
cc: M. Jacobson, Esq.
J. Michael Hirsch, Esq.

MICHAEL, BEST & FRIEDRICH

250 EAST WISCONSIN AVENUE

MILWAUKEE, WISCONSIN 53202

TELEPHONE:
(414) 271-6560

CABLE: MIBEF

MADISON OFFICE:
ONE SOUTH PINCKNEY STREET
P.O. BOX 1806
MADISON, WISCONSIN 53701
(608) 257-3501

JOHN S. BEST
JOSEPH R. FILACHEK
ROY C. LaBUDDE
THOMAS S. STONE
BAYARD H. MICHAEL
JAMES T. HARRINGTON
JAMES F. SPOHN
JOHN K. MacIVER
PAUL R. PUERNER
JAMES C. MALLATT
FRANK J. PELISEK
JACOB L. BERNHEIM
JOSEPH A. GEMIGNANI
ROBERT E. CLEMENCY
ANDREW O. RITERIS
MARSHALL R. BERKOFF
GAAR W. STEINER
DAVID R. OLSON
RICKARD T. O'NEIL
F. WILLIAM HABERMAN
ROBERT A. SCHNUR
LEE J. GERONIME
JEROME H. KRINGEL
DAVID J. CANNON
SCOTT H. ENGROFF
THOMAS E. OBENBERGER
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GUY F. GUINN
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GREGORY G. JOHNSON
CHARLES P. GRAUPNER
ROBERT J. JOHANNES
JOHN R. DECKER
JOHN C. LAPINSKI
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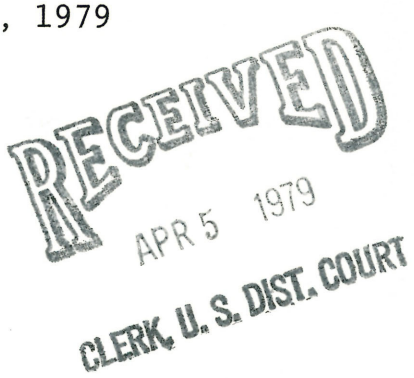
THOMAS W. SCRIVNER
STEVEN J. RIEGEL
MICHAEL E. HUSMANN
DANIEL D. RYAN
FRANK J. SIGNORIELLO
TONI L. BONNEY

JOHN W. MICHAEL
HERMAN E. FRIEDRICH
GERRIT D. FOSTER
HERMAN J. JONGEBLOED
OF COUNSEL
KENNETH K. LUCE
(1912-1977)

April 3, 1979



Clerk of Court
U.S. District Court
District of Minnesota
Fourth Division
110 South 4th Street
Minneapolis, MN 55401

Re: David L. Arneson vs. Gary Gygax, Tactical Study Rules, et al. - C.A. #4-79-109

Dear Sir:

Enclosed for filing please find an original and one copy of the following:

MOTION FOR ORDER QUASHING SERVICE OF PROCESS AND DISMISSING SUIT FOR LACK OF PERSONAL JURISDICTION OVER DEFENDANTS

ALTERNATE MOTION TO TRANSFER UNDER 28 U.S.C. §1404(a)

NOTICE OF HEARING ON DEFENANTS' MOTION AND ALTERNATE MOTION

The hearing date for the above motions has been set for Monday, May 7, 1979. I believe that the case has been assigned to Chief Judge Devitt.

Very truly yours,

MICHAEL, BEST & FRIEDRICH

John L. Beard

JLB/bjs
Encl:

JACOBSON AND JOHNSON
ATTORNEYS AT LAW
PATENT, TRADEMARK AND COPYRIGHT
SUITE 204, MINNESOTA STATE BANK BUILDING
200 SOUTH ROBERT STREET, ST. PAUL, MINN. 55107

MARVIN JACOBSON
CARL L. JOHNSON
NEIL B. SCHULTE

TEL. (612) 222-3775

JOHN E. STRYKER
1895 - 1969

March 14, 1979

Clerk of Court
United States District Court
District of Minnesota
Fourth Division
110 South Fourth Street
Minneapolis, MN 55401

SUBJECT: Civil Action No. 4-79-109

Sir:

Enclosed for filing is a Stipulation extending the time for Defendant to respond to April 3, 1979.

Yours very truly,

JACOBSON AND JOHNSON

By
Marvin Jacobson

MJ:jo

Enclosure

cc J. Michael Hirsch, Esq.
John L. Beard, Esq.

RECEIVED
MAR 15 1979
CLERK, U. S. DIST. COURT

JACOBSON AND JOHNSON
ATTORNEYS AT LAW
PATENT, TRADEMARK AND COPYRIGHT
SUITE 204, MINNESOTA STATE BANK BUILDING
200 SOUTH ROBERT STREET, ST. PAUL, MINN. 55107

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JOHN E. STRYKER
1895 - 1969

March 14, 1979

Clerk of Court
United States District Court
District of Minnesota
Fourth Division
110 South Fourth Street
Minneapolis, MN 55401

SUBJECT: Arneson v Gygax et al
Civil Action 4-79-109

Sir:

Enclosed please find affidavit of mailing of petitioner-defendant's petition for removal to the Clerk of Court for Hennepin County and to attorneys for plaintiff.

Yours very truly,

JACOBSON AND JOHNSON

By
Marvin Jacobson

MJ:jo

Enclosure

RECEIVED
MAR 15 1979
CLERK, U. S. DIST. COURT

JS 44C
(Rev. 3/78)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet.

PLAINTIFFS
DAVID L. ARNESON

DEFENDANTS
GARY GYGAX, TACTICAL STUDY RULES a partnership consisting of Gary Gygax and Brian Blume, and TSR HOBBIES, INC. a corporation

ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)
Moss, Flaherty & Clarkson
J. Michael Hirsch
Maher J. Weinstein
2350 IDS Center
Mpls., Minn. 55402 (612) 339-8551

ATTORNEYS (IF KNOWN)
Jacobson and Johnson
Marvin Jacobson
200 S. Robert Ste 204
St. Paul, Minn 55107
(612) 222-3775

(PLACE AN ☒ IN ONE BOX ONLY)

BASIS OF JURISDICTION

☐ 1 U.S. PLAINTIFF ☐ 2 U.S. DEFENDANT ☐ 3 FEDERAL QUESTION (U.S. NOT A PARTY) ☒ 4 DIVERSITY

IF DIVERSITY, INDICATE CITIZENSHIP BELOW. (28 USC 1332, 1441)

CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE)

Removal from state court on diversity 28 USC 1332

Breach of contract

(PLACE AN ☒ IN ONE BOX ONLY) **NATURE OF SUIT** *(PLACE AN ☒ IN ONE BOX ONLY)*

CONTRACT
- ☐ 110 INSURANCE
- ☐ 120 MARINE
- ☐ 130 MILLER ACT
- ☐ 140 NEGOTIABLE INSTRUMENT
- ☐ 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGEMENT
- ☐ 151 MEDICARE ACT
- ☐ 160 STOCKHOLDERS SUITS
- ☒ 190 OTHER CONTRACT
- ☐ 195 CONTRACT PRODUCT LIABILITY

REAL PROPERTY
- ☐ 210 CONDEMNATION
- ☐ 220 FORECLOSURE
- ☐ 230 RENT LEASE & EJECTMENT
- ☐ 240 TORTS TO LAND
- ☐ 245 TORT PRODUCT LIABILITY
- ☐ 290 ALL OTHER REAL PROPERTY

TORTS

PERSONAL INJURY
- ☐ 310 AIRPLANE
- ☐ 315 AIRPLANE PRODUCT LIABILITY
- ☐ 320 ASSAULT, LIBEL & SLANDER
- ☐ 330 FEDERAL EMPLOYERS' LIABILITY
- ☐ 340 MARINE
- ☐ 345 MARINE PRODUCT LIABILITY
- ☐ 350 MOTOR VEHICLE
- ☐ 355 MOTOR VEHICLE PRODUCT LIABILITY
- ☐ 360 OTHER PERSONAL INJURY
- ☐ 362 PERSONAL INJURY—MED-MALPRACTICE
- ☐ 365 PERSONAL INJURY PRODUCT LIABILITY

PERSONAL PROPERTY
- ☐ 370 FRAUD OR TRUTH IN LENDING
- ☐ 380 OTHER PERSONAL PROPERTY DAMAGE
- ☐ 385 PROPERTY DAMAGE PRODUCT LIABILITY

ACTIONS UNDER STATUTES

CIVIL RIGHTS
- ☐ 441 VOTING
- ☐ 442 JOBS
- ☐ 443 ACCOMMODATIONS
- ☐ 444 WELFARE
- ☐ 440 OTHER CIVIL RIGHTS

PRISONER PETITIONS
- ☐ 510 VACATE SENTENCE (2255)
- ☐ 520 PAROLE BRD. REVIEW
- ☐ 530 HABEAS CORPUS
- ☐ 540 MANDAMUS & OTHER
- ☐ 550 CIVIL RIGHTS

FORFEITURE/PENALTY
- ☐ 610 AGRICULTURE
- ☐ 620 FOOD & DRUG
- ☐ 630 LIQUOR LAWS
- ☐ 640 R.R. & TRUCK
- ☐ 650 AIR LINE REGS.
- ☐ 660 OCCUPATIONAL SAFETY/HEALTH
- ☐ 690 OTHER

LABOR
- ☐ 710 FAIR LABOR STANDARDS
- ☐ 720 LABOR/MGMT. RELATIONS
- ☐ 730 LABOR/MGMT. REPORTING & DISCLOSURE ACT
- ☐ 740 RAILWAY LABOR ACT
- ☐ 790 OTHER LABOR LITIGATION
- ☐ 791 EMPL. RET. INC. SECURITY ACT

PROPERTY RIGHTS
- ☐ 820 COPYRIGHT
- ☐ 840 TRADEMARK
- ☐ 830 PATENT

OTHER STATUTES
- ☐ 400 STATE RE-APPORTIONMENT
- ☐ 410 ANTI-TRUST

BANKRUPTCY
- ☐ 420 TRUSTEE
- ☐ 421 TRANSFER (915b)
- ☐ 422 APPEAL (801)

- ☐ 430 BANKS AND BANKING
- ☐ 450 COMMERCE ICC RATES, ETC.
- ☐ 460 DEPORTATION
- ☐ 810 SELECTIVE SERVICE
- ☐ 850 SECURITIES COMMODITIES EXCHANGE
- ☐ 860 SOCIAL SECURITY
- ☐ 862 BLACK LUNG

TAX SUITS
- ☐ 870 TAXES
- ☐ 871 IRS-THIRD PARTY
- ☐ 891 AGRICULTURAL ACTS
- ☐ 892 ECONOMIC STABILIZATION ACT
- ☐ 893 ENVIRONMENTAL MATTERS
- ☐ 894 ENERGY ALLOCATION ACT
- ☐ 895 FREEDOM OF INFORMATION ACT
- ☐ 950 CONSTITUTIONALITY OF STATE STATUTES
- ☐ 970 NARA, TITLE III
- ☐ 890 OTHER STATUTORY ACTIONS

(PLACE AN ☒ IN ONE BOX ONLY) **ORIGIN** *(PLACE AN ☒ IN ONE BOX ONLY)*

☐ 1 ORIGINAL PROCEEDING ☒ 2 REMOVED FROM STATE COURT ☐ 3 REMANDED FROM APPELLATE COURT ☐ 4 REINSTATED OR REOPENED ☐ 5 TRANSFERRED FROM (SPECIFY DIST.) ☐ 6 MULTIDISTRICT LITIGATION

CITIZENSHIP OF PRINCIPAL PARTIES (IF DIVERSITY)

	PTF	DEF
CITIZEN OF THIS STATE	☒ 1	☐ 1
INCORPORATED THIS STATE	☐ 2	☐ 2
FOREIGN CORPORATION-PRINCIPAL PLACE OF BUSINESS IN WISCONSIN (STATE)	☐ 3	☒ 3
OTHER NON-CITIZEN OF THIS STATE	☐ 4	☒ 4

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND $

OTHER

JURY DEMAND: ☐ YES ☒ NO

RELATED CASE(S) IF ANY

JUDGE _____ DOCKET NUMBER _____

CIVIL CASES ARE DEEMED RELATED IF PENDING CASE INVOLVES:

☐ 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT

☐ 2. SAME ISSUE OF FACT OR GROWS OUT OF THE SAME TRANSACTION

☐ 3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT COPYRIGHT OR TRADEMARK

DATE
March 12, 1979

SIGNATURE OF ATTORNEY OF RECORD

UNITED STATES DISTRICT COURT

FPI-LOM-3-21-78

DIST.	OFF.	DOCKET YR.	DOCKET NUMBER	FILING DATE MO.	DAY	YEAR	J	N/S	O	D PTF	D DEF	R 23	DEMAND $	OTHER	JUDGE/MAG NUMBER	JURY DEM.	DOCKET YR.	DOCKET NUMBER
0864	4	79	-0109	03	12	79	4	190	2	1	3		NEAREST	00	6406		79	-0109

PLAINTIFFS

Arneson, David L.

DEFENDANTS

Gygax, Gary, Tactical Study Rules, a partnership consisting of Gary Gygax and Brian Blume, and TSR Hobbies, Inc., a corporation

CAUSE Breach of contract

ATTORNEYS

Moss, Flaherty & Clarkson
J. Michael Hirsch & Maher J. Weinstein
2350 IDS Center
Minneapolis, Minnesota 55402
339-8551

Jacobson and Johnson
Marvin Jacobson and Carl L. Johnson
200 South Robert Street, Suite 204
St. Paul, Minnesota 55107

OF COUNSEL:
Michael, Best & Friedrich
250 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

☐ CHECK HERE IF CASE WAS FILED IN FORMA PAUPERIS

FILING FEES PAID		
DATE	RECEIPT NUMBER	C.D. NUMBER

STATISTICAL CARDS	
CARD	DATE MAILED
JS 5	4-1-79
JS-6	

DATE	NR.	PROCEEDINGS
3-12-79	1	PETITION FOR REMOVAL FROM HENNEPIN COUNTY DISTRICT COURT, FOURTH JUDICIAL DISTRICT, WITH COPIES OF SUMMONS, COMPLAINT AND NOTICE OF REMOVAL.
		Judge Devitt, #962 on Master Civil.
	2	REMOVAL BOND.
3-15-79	3	STIPULATION FOR EXTENSION OF TIME TO ANSWER OR OTHERWISE PLEAD TO COMPLAINT UP TO AND UNTIL 4-3-79
4-5-79	4	NOTICE AND MOTION OF DEFTS. FOR ORDER QUASHING SERVICE OF PROCESS AND DISMISSING SUIT OR IN THE ALTERNATIVE TO TRANSFER ACTION TO THE EASTERN DISTRICT OF WISCONSIN, RET. 5-7-79 at 9:00 A.M.
5-1-79	5	AFFIDAVIT OF BRIAN J. BLUME.
	6	AFFIDAVIT OF E. GARY GYGAX.
	7	AFFIDAVIT OF BRIAN J. BLUME.
5-14-79	8	SUPPLEMENTAL AFFIDAVIT OF BRIAN J. BLUME.
	9	MINUTES OF PROCEEDINGS (Devitt, J)(Anderson, R) defts' motion to quash service, dismiss suit or transfer to Eastern District of Wisconsin: argued and denied. Order to be submitted. Upon oral stipulation Tactical Study Rules is dismissed. So ordered. Order to be submitted.
5-15-79	10	SUPPLEMENTAL AFFIDAVIT OF BRIAN J. BLUME.
	11	AFFIDAVIT OF J. MICHAEL HIRSCH.
	12	AFFIDAVIT OF M. A. R. BARKER.
	13	AFFIDAVIT OF DAVID L. ARNESON.
5-21-79	14	ORDER (Devitt, J) 1) that the above entitled action may be and hereby is dismissed as against Defendant Tactical Study Rules, a partnership. 2) that except as above provided, Defendants Gygax, Tactical Study Rules, and TSR Hobbies, Inc.'s motions to dismiss each of the said Defendants, or in the alternative, to transfer this action to the Eastern District of Wisconsin may be and the same hereby are denied. (Dated 5-17-79)
	15	NOTICE TO COUNSEL.
5-31-79	16	NOTICE OF WAIVER AND MOTION OF GARY GYGAX FOR RECONSIDERATION OR CLARIFICATION OF THE COURT'S ORDER DENYING DEFT'S MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION.
6-1-79	17	STIPULATION EXTENDING DEFTS. TIME TO ANSWER OR OTHERWISE PLEAD TO 6-24-79.
6-8-79	18	DEFT'S MOTION TO PERMIT APPEARANCE OF ATTORNEY PAUL R. PUERNER.
6-11-79	19	STIPULATION RE: TSR HOBBIES, INC.'S ASSUMPTION OF ALL CONTRACTUAL RIGHTS, ETC. OF TACTICAL STUDY RULES.

DC 111A
(Rev. 1/75)

CIVIL DOCKET CONTINUATION SHEET

PLAINTIFF	DEFENDANT	DOCKET NO. 4-79-109
David L. Arneson	Gary Gygax, et al	PAGE 3 OF ____ PAGES

DATE	NR.	PROCEEDINGS
6-11-79	20	PLTF'S FIRST SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS TO GARY GYGAX.
	21	PLTF'S FIRST SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS TO TSR HOBBIES, INC.
6-13-79	22	NOTICE OF TAKING DEPOSITION of David L. Arneson.
6-20-79	23	NOTICE OF TAKING DEPOSITION OF GARY GYGAX AND BRIAN BLUME AND REQUEST TO PRODUCE DOCUMENTS AND THINGS.
6-29-79	24	ANSWER AND COUNTERCLAIMS.
7-6-79		REPORTER'S NOTES Re: Motions in St. Paul Box R-79-4 (Anderson, R).
7-11-79	25	NOTICE OF TAKING DEPOSITION OF GARY GYGAX AND BRIAN BLUME.
7-13-79	26	STIPULATION EXTENDING DEFTS. TIME TO ANSWER FIRST SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS TO 7-31-79.
7-18-79	27	PLTF'S REPLY TO COUNTERCLAIMS OF TSR HOBBIES, INC.
7-26-79	28	MEMORANDUM & ORDER (Devitt, J) that defendant's motion for relief under Rule 60(b) is denied. (Dated 7-25-79).
	29	NOTICE TO COUNSEL.
8-6-79	30	GARY GYGAX'S ANSWER TO FIRST SET OF INTERROGATORIES, NOS. 1-11.
	31	TSR HOBBIES, INC.'S ANSWER TO FIRST SET OF INTERROGATORIES NOS. 1-13.
8-10-79	32	NOTICE AND MOTION OF PLTF. COMPELLING ANSWERS TO INTERROGATORY #3k, ret. 8-20-79.
9-5-79	33	MOTION AND STIPULATION FOR PROTECTIVE ORDER.
	34	PRETRIAL STIPULATION AND PROTECTIVE ORDER (Devitt, J)(Dated 9-4-79).
	35	NOTICE TO COUNSEL.
9-11-79	36	DEPOSITION OF DAVID L. ARNESON taken 7-18-79 (Weldon-R) (Separate).
3-4-80	37	COPY OF ORDER TRANSFERRING THIS CASE TO JUDGE DIANA E. MURPHY.
		Copy of aforesaid order mailed to counsel.
4-15-80	38	NOTICE AND MOTION OF PLTF. FOR AN ORDER FOR LEAVE TO AMEND THE COMPLAINT, RE: PRETRIAL CONFERENCE AND DISCOVERY, ret. 4-30-80 at 9:30 a.m.
5-7-80	39	MINUTES OF PROCEEDINGS (Mag. Boline) Re: Pltf's Motion to Amend Complaint and to set Pre-trial conference. Motion to Amend the complaint was taken under advisement.

MINUTES OF PROCEEDINGS 4-79-109 (M-47A)

UNITED STATES DISTRICT COURT, DISTRICT OF MINNESOTA 4th DIVISION

DATE 5-7-80 MAGISTRATE Boline TAPE/RPTR 82

NO.

Arneson	Mayor Weinstein
Plaintiff	Attorney for Plaintiff
vs.	
Gygax	Marvin Jacobson Local counsel
Defendant	Attorney for Defendant

Motion to Amend Complaint and to set pre-trial Conf.

— Plaintiff is to file his memorandum in support of his motion within one week. The memo must ① set forth a list of the amendments; ② note that the 4 items referred to in defs memo are not in dispute and are not being litigated under the amended complaint. ③ The memo should indicate whether "Swords & Spells" is in dispute.

JG

Greg Wilmes / L. C.

(signed) UNITED STATES MAGISTRATE

D249T9B 040180 1040.1

UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

FOURTH DIVISION

David L. Arneson,

Plaintiff,

vs.

Gary Gygax and TSR Hobbies, Inc., a corporation,

Defendants.

No. 4-79 Civil 109

NOTICE OF MOTION AND MOTION

TO: The above-named Defendants and John L. Beard, their attorney.

PLEASE TAKE NOTICE, that on the 30th day of April, 1980, at a Special Term of the above-named Court before the Honorable Floyd Boline, U. S. Magistrate, at the United States Courthouse in Minneapolis, Minnesota, at 9:30 a.m. o'clock or as soon therafter as counsel can be heard, Plaintiff will move the Court for its Order as follows:

1. Granting Plaintiff leave to amend its Complaint in the above-entitled action in accordance with the Amended Complaint which is attached hereto and by reference made a part hereof, and to serve such Amended Complaint upon Defendants' attorney by mail.

2. Ordering that a pre-trial conference in the above-referenced case shall take place before a Magistrate of the above-named Court for the purpose of fixing a date for the termination of discovery, a date for the filing of briefs and other pre-trial documents and a date for the trial of the above-entitled action.

The foregoing Motion is made upon the authority of Rule 15.01, Federal Rules of Civil Procedure and upon the authority of Rule 16, Federal Rules of Civil Procedure.

MOSS, FLAHERTY, CLARKSON & FLETCHER
A Professional Association

By J. Michael Hirsch
J. Michael Hirsch

By
Maher J. Weinstein
Attorneys for Plaintiff
2350 IDS Center
Minneapolis, MN 55402
Telephone: (612) 339-8551

Dated: 4/10, 1980

Filed APR 15 1980
Robert E Hess, Clerk
By Deputy

38

No. 3290½—Affidavit of Service by Mail. (Rev. 1957)

Miller-Davis Co., Minneapolis

State of Minnesota,

County of HENNEPIN } *ss.*

Peggy J. Moran *of the* City *of* Minneapolis *County of* Hennepin *in the State of Minnesota, being duly sworn, says that on the* 11th *day of* April, *19* 80, *she served the annexed* Notice of Motion and Motion and Amended Complaint *on* John L. Beard *the attorney(s) for* Gary Gygax and TSR Hobbies, Inc. *the* Defendants *in this action, by mailing to* him *a copy thereof, inclosed in an envelope, postage prepaid, and by depositing same in the post office at* Minneapolis *Minnesota directed to said attorney(s) at* 250 East Wisconsin Avenue, Milwaukee, MN 53202 *the last known address of said attorney(s).*

Peggy J. Moran

Subscribed and sworn to before me, this 11th *day of* April, *19* 80

Lezli Edson

LEZLI A. EDSON
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Nov. 1, 1984

Notary Public *County, Minnesota*

My Commission Expires

UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

FOURTH DIVISION

David L. Arneson,

Plaintiff,

vs.

Gary Gygax and TSR Hobbies, Inc., a corporation,

Defendants.

No. 4-79 Civil 109

AMENDED COMPLAINT

Comes now the Plaintiff, David L. Arneson, and for his cause of action against the Defendants, states and alleges:

JURISDICTION

1.1 At all times herein material, Plaintiff has been and now is a resident of the State of Minnesota.

1.2 At all times herein material, Defendant Gary Gygax (hereinafter referred to as "Gygax") has been and now is a Wisconsin resident residing in Lake Geneva, Wisconsin.

1.3 Defendant Gygax was a partner in Tactical Studies Rules, a partnership consisting of Gary Gygax and Brian Blume until on or about July 14, 1975, when said partnership incorporated itself as Defendant TSR Hobbies, Inc., a Wisconsin corporation, having its principal place of business in Lake Geneva, Wisconsin.

1.4 Defendant TSR Hobbies, Inc. is the assignee of the contractual rights and obligations of the said partnership and has assumed all said rights and obligations thereof for purposes of this litigation pursuant to stipulation of the parties hereto.

1.5 Plaintiff is informed and believes that at all times material hereto, Defendant TSR Hobbies, Inc. has been and now is doing business and has agents in the State of Minnesota and has entered into a contract with Plaintiff, a Minnesota resident, as hereinafter alleged.

1.6 That Plaintiff's causes of action arise, in part, from a contract entered into in the State of Minnesota and partially performed in the State of Minnesota.

FIRST CAUSE OF ACTION

1.7 At all times herein material, Plaintiff was and still is a professional writer engaged in writing and creating original games and game rules.

1.8 During 1973 and 1974, Defendant Gygax and Plaintiff collaborated together and co-authored a game and set of game rules entitled "Dungeons and Dragons".

1.9 Said game and game rules entitled "Dungeons and Dragons" was copyrighted in the Register of Copyrights, Library of Congress, Washington, D.C., and both Defendant Gygax and Plaintiff are named as co-authors of said game.

1.10 On or about January, 1974, Defendant Gygax and Plaintiff executed a written agreement with Tactical Studies Rules, which allowed Tactical Studies Rules to publish, sell and distribute the set of game rules entitled "Dungeons and Dragons". A copy of said agreement is attached hereto marked Exhibit "A", and by reference made a part hereof.

1.11 On or about April, 1975, Defendant Gygax and Plaintiff executed a new written agreement with Defendant Tactical Studies Rules, which allowed Tactical Studies Rules to publish, sell, and distribute the set of game rules and game entitled "Dungeons and Dragons" in any form Tactical Studies Rules deemed suitable for commercial sale. A copy of said agreement is attached hereto marked Exhibit "B", and by reference made a part hereof.

1.12 From and after 1974, Defendants have published, marketed and otherwise commercially exploited the game "Dungeons & Dragons", and Plaintiff is informed and believes that Defendant TSR Hobbies, Inc. has paid royalties thereon to Plaintiff in accordance with Exhibit "B" until approximately the middle of 1977.

1.13 From and after the middle of 1977, Defendants have continued to publish, market and otherwise commercially exploit the game "Dungeons & Dragons", but have failed and refused to pay Plaintiff royalties in accordance with Exhibit "B", except for certain sums paid which are less than the amounts required by the said contract. Such continuing publications include a boxed game entitled "Dungeons and Dragons, Basic Set", a three-volume set denominated "Original Collector's Edition", a one-volume work entitled "Advanced Dungeons and Dragons, Players' Handbook" (hereinafter referred to as "Players' Handbook"), a one-volume work entitled "Advanced Dungeons and Dragons, Monster Manual" (hereinafter referred to as "Monster Manual"), a one-volume work entitled "Advanced Dungeons and Dragons, Dungeon Masters Guide" (hereinafter referred to as "Dungeon Masters Guide") and numerous other playing aids and publications based upon and copied, adapted, derived, and developed from "Dungeons and Dragons".

1.14 As a result of the foregoing, Plaintiff has been damaged in an amount equal to one-half of ten percent (10%) of the cover price of the above-described works which have been sold by Defendant TSR Hobbies, Inc. without payment to Plaintiff of royalties in accordance with Exhibit "B".

SECOND CAUSE OF ACTION

2.1 Plaintiff re-alleges all of the allegations set forth above in his First Cause of Action.

2.2 "Players' Handbook", "Monster Manual", "Dungeon Masters Guide" and numerous other playing aids and publications marketed by Defendants as "Advanced Dungeons and Dragons" are all derivative works based upon and copied, adapted, derived, and developed from "Dungeons and Dragons" and each said work bears the name "Dungeons and Dragons" as its most prominent feature.

2.3 Defendants, individually and acting in concert, have caused "Players' Handbook", "Monster Manual", and "Dungeon Masters Guide" to be published in a form falsely represented to be original works solely authored by Defendant Gygax, and have obtained copyright registrations for said derivative

works in violation of both Title 17, USC § 506(e) and Title 18, USC § 1001 by false representations including that said works were original works solely authored by Defendant Gygax rather than derivative works based upon and copied, adapted, derived and developed from "Dungeons and Dragons" which was co-authored by both Defendant Gygax and Plaintiff, and on information and belief, Defendants are preparing other derivative works based upon and copied, adapted, derived and developed from "Dungeons and Dragons" which will also be published in a form falsely represented to be original works and purported to be authored solely by Defendant Gygax; Defendants, and each of them, have done so willfully and maliciously, in disregard of the rights of Plaintiff, and despite repeated demands of Plaintiff.

2.4 As a result of the foregoing, Defendants, and each of them, have wrongfully appropriated, converted, taken and stolen the rights of Plaintiff as the co-author of "Dungeons and Dragons" to receive royalties upon the said work and its derivations, all to Plaintiff's damage.

THIRD CAUSE OF ACTION

3.1 Plaintiff realleges all of the allegations set forth above in his First and Second Causes of Action.

3.2 "Dungeons and Dragons", in its original form and in the various revisions, republications, adaptations, and derivations thereof, is a commercially and artistically successful work.

3.3 It is a commercially and artistically valuable right of an author of such a work to be disclosed as such to the consuming public and to the publishing profession.

3.4 Defendants, and each of them, have willfully and wrongfully deprived Plaintiff of that right with regard to "Players' Handbook", "Monster Manual", and "Dungeon Masters Guide" and have willfully and maliciously represented to the consuming public and to the publishing profession that Plaintiff is not a co-author of "Dungeons and Dragons", or that Plaintiff's contribution to said work was insignificant, all to Plaintiff's pecuniary damage.

FOURTH CAUSE OF ACTION

4.1 Plaintiff realleges all of the allegations set forth above in his First, Second, and Third Causes of Action.

4.2 Unless restrained and enjoined therefrom, Defendants, and each of them, separately and in concert, will continue to publish "Players' Handbook", "Monster Manual", and "Dungeons Masters Guide" and other derivative works based upon and copied, adapted, derived and developed from "Dungeons and Dragons" without paying royalties to Plaintiff thereon, and to represent falsely that Defendant Gygax is the sole author thereof.

4.3 That the above-described publication and false representation will cause irreparable damage to the Plaintiff's reputation as a professional author of games and game rules.

FIFTH CAUSE OF ACTION

5.1 Plaintiff realleges all of the allegations set forth above in his First, Second, Third, and Fourth Causes of Action.

5.2 Defendants, and each of them, have continued to publish, market and otherwise commercially exploit "Dungeons & Dragons", willfully and maliciously, in disregard of the rights of the Plaintiff and in violation of the fiduciary duty that both Defendant Gygax and Defendant TSR Hobbies, Inc. owe to Plaintiff, all to Plaintiff's damage.

SIXTH CAUSE OF ACTION

6.1 Upon information and belief, Defendants TSR Hobbies, Inc. and Gygax, acting jointly and in concert have willfully concealed and diverted royalties from the above-described derivative works by paying additional sums to Defendant Gygax as salaries, bonuses and fees in excess of the reasonable value of any services performed by Defendant Gygax, by paying additional sums to Defendant Gygax through an advertising agency owned by Defendant Gygax and solely engaged in placing advertising for "Dungeons & Dragons" and its derivative works, and by paying rentals to Defendant Gygax for real property used by Defendant TSR Hobbies, Inc. in its business, in excess of true rental values and against the interest of Plaintiff, as a co-author of "Dungeons & Dragons" and as a minority shareholder in TSR Hobbies, Inc. Such sums constitute a secret royalty to Defendant Gygax for the derivatives of "Dungeons and Dragons".

SEVENTH CAUSE OF ACTION

7.1 Plaintiff realleges all of the allegations set forth above in his First, Second, Third, Fourth, Fifth and Sixth Causes of Action.

7.2 Upon information and belief, Defendant TSR Hobbies, Inc. has wrongfully assigned, licensed, and/or sold film, literary and computer program rights in "Dungeons and Dragons" to others without having acquired said rights from Plaintiff, and without compensating Plaintiff therefor, as a result of which Defendant has converted and stolen Plaintiff's rights in "Dungeons & Dragons" to Plaintiff's damage.

EIGHTH CAUSE OF ACTION

8.1 Plaintiff realleges all of the allegations set forth above in his First, Second, Third, Fourth, Fifth, Sixth and Seventh Causes of Action.

8.2 In the alternative, if "Players' Handbook", "Monster Manual", "Dungeon Masters Guide", and the numerous other playing aids and publications marketed by Defendants as "Advanced Dungeons and Dragons" are determined not to be derivative works as alleged in Plaintiff's Second Cause of Action, Defendants have wrongfully and willfully diverted sales away from "Dungeons and Dragons" and its derivations by marketing said works as "Advanced Dungeons and Dragons", and by falsely derogating "Dungeons and Dragons" as a simplified game or an historical curiosity while encouraging customers to purchase "Advanced Dungeons and Dragons", thereby damaging Plaintiff by diminishing his royalties and enriching Defendants, and each of them.

NINTH CAUSE OF ACTION

9.1 Plaintiff re-alleges all of the allegations set forth above in his First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Causes of Action.

9.2 In the alternative, if "Players Handbook", "Monster Manual", "Dungeon Masters Guide", and the numerous other playing aids and publications marketed by Defendants as "Advanced Dungeons & Dragons" are determined not to be derivative works as alleged above, then Defendants and each of them have passed

off the said playing aids and publications as having the same source as the work of which Plaintiff was co-author and thereby have misled the public and damaged Plaintiff.

WHEREFORE, Plaintiff prays the Judgment and Decree of the above-named Court as follows:

1. Declaring that "Dungeons and Dragons, Basic Set", "Dungeons and Dragons, Original Collector's Edition", "Advanced Dungeons and Dragons, Players' Handbook" and "Advanced Dungeons and Dragons, Monster Manual" are derivative works based upon and copied, adapted, derived and developed from the game and game rules referred to as "Dungeons and Dragons" in Exhibit "B".

2. Ordering Defendant Gygax to account to Plaintiff for his exploitation of "Dungeons and Dragons" and the copies, derivations, and adaptations thereof.

3. Ordering Defendant TSR Hobbies, Inc. to account to Plaintiff for all sales of "Dungeons and Dragons" and the copies, derivations, and adaptations thereof.

4. Entering Judgment in favor of Plaintiff and against Defendants and each of them in a sum equal to five percent (5%) of the cover price of each game or game rules set of "Dungeons and Dragons" and its copies, derivations and adaptations sold by Defendant TSR Hobbies, Inc. less payments heretofore or hereafter made to Plaintiff in accordance with Exhibit "B".

5. Entering Judgment in favor of Plaintiff and against Defendants and each of them in an amount exceeding Fifty Thousand and No/100 Dollars ($50,000.00) for pecuniary damages resulting from the willful omission of Plaintiff's name as an author of "Players' Handbook", "Monster Manual", and "Dungeon Masters Guide" and the false representation of Defendant Gygax as the sole author of "Dungeons and Dragons" and derivations thereof.

6. Entering Judgment in favor of Plaintiff and against Defendants, and each of them, for punitive and exemplary damages in excess of $50,000 for willful and wrongful conversion of Plaintiff's rights and for willful and wrongful damage to Plaintiff's reputation in his profession.

7. Voiding the assignments, licenses, or sales of film, literary and computer rights in "Dungeons and Dragons" by Defendant TSR Hobbies, Inc., or in the alternative ordering equitable compensation be paid by Defendant TSR Hobbies, Inc. to Plaintiff for the rights so transferred.

8. Entering Judgment in favor of Plaintiff and against Defendants, and each of them, in an amount that presently cannot be determined for damages resulting from the willful and malicious diversion of sales from "Dungeons and Dragons" by said Defendants, and the wrongful payment of secret royalties to Gygax.

9. Enjoining and restraining Defendants, and each of them, from the further publication of "Dungeons and Dragons" or any work copied, derived or adapted therefrom without disclosing the Plaintiff's co-authorship thereof upon the cover or box-top of such game or game rules.

10. Enjoining and restraining Defendants, and each of them, from the further representation to the consuming public or to the publishing profession that Plaintiff is not a co-author of "Dungeons and Dragons" or that Plaintiff's contribution to said work was insignificant, and further requiring that Plaintiff's authorship be publicized equally with the authorship of Defendant Gygax.

11. For such other and further relief as the Court shall deem just and equitable in the premises.

MOSS, FLAHERTY, CLARKSON & FLETCHER
A Professional Association

By_____
J. Michael Hirsch

Dated:_____, 1980

By_____
Maher J. Weinstein
Attorneys for Plaintiff
2350 IDS Center
Minneapolis, MN 55402
Telephone: (612) 339-8551

1B

AGREEMENT

By the signing of this contract, the several parties concerned, E. Gary Gygax for TACTICAL STUDIES RULES, publisher, and David (Dave) Arneson and E. Gary Gygax, co-authors, do agree to the following:

That the co-authors shall assign to the publisher the copyright, the right to publish, sell, and distribute the set of game rules to be entitled Dungeons and Dragons as booklets, and any other similar rights, in consideration of payment to the co-authors by the publisher of a royalty of twenty percent (20%) of the selling price of the set or single booklet or any attendant part of the set other than art work (whether the sale is retail, wholesale, or by job-lot) on each and every item sold; this to be payable on a quarterly basis beginning 1 May 1974 with respect to David Arneson and on a monthly basis beginning 1 March 1974 with respect to E. Gary Gygax.

That, however, the co-authors shall have the option of purchasing the copyright from the publisher at such time as the publisher no longer maintains the title Dungeons and Dragons as an in-print title, and to do so as a fair price based upon market demand at such time, but in no event exceeding three hundred dollars ($300.00), is also understood and agreed.

This Agreement shall not be considered a valid contract until signed by both the publisher and the co-authors and shall take effect as of the date indicated below:

SIGNED: E Gary Gygax (Publisher)

SIGNED: David L Arneson (Co-Author)

SIGNED: E Gary Gygax (Co-Author)

DATE: Jan. 4, 1974 19___.

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PLAINTIFF'S EXHIBIT Blume Dep 9 8/23/79

EXHIBIT "A"

AGREEMENT

To take effect as of 1 April 1975, item 4. below notwithstanding.

THIS AGREEMENT is made between the the Author(s) specified hereafter and Tactical Studies Rules, 542 Sage Street, Lake Geneva, WI 53147, hereafter called TSR.

Author(s): Gary Gygax, 330 Center St., Lk.,Geneva, WI

Dave Arneson, 1496 Hartford Ave, St. Paul, MN

1. The Author(s) hereby agree to assign to TSR the copyright, the right to publish, sell, and distribute, the set of game rules or game entitled DUNGEONS & DRAGONS, in any form TSR deems suitable for commercial sales, as well as any other similar rights.

2. TSR hereby agrees to pay the Author(s) a royalty of TEN PERCENT (10 %) of the cover price of the game rules or game on each and every copy sold; this royalty to be payable on a quarterly basis reported within 30 days after the end of each quarter, with quarters ending 31 March, 30 June, 30 September and 31 December of each year.

3. TSR also hereby agrees that the ownership of the copyright mentioned above shall revert to the Author(s) not more than 90 days after the set of game rules or game is no longer maintained in-print.

4. This Agreement shall not be considered a valid contract until all parties concerned have signed and dated the contract, but upon so signing the contract shall take effect on a retroactive basis from the date of publication of the set of game rules or game.

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TACTICAL STUDIES RULES

E. Gary Gygax — 7 April 1975
E. Gary Gygax, Editor

Gary Gygax — 7 April 1975
Gary Gygax

Dave Arneson — 14-4-75
Dave Arneson

PLAINTIFF'S EXHIBIT Plaintiff's 8

EXHIBIT "B"

D249T14B 040180 1040.1

UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

FOURTH DIVISION

David L. Arneson,

Plaintiff,

vs.

Gary Gygax and TSR Hobbies, Inc., a corporation,

Defendants.

No. 4-79 Civil 109

PROPOSED ORDER

The above-entitled action came on before the Honorable Floyd Boline, United States Magistrate, upon the Motion of Plaintiff for leave to amend his Complaint and to fix a pretrail conference.

Maher J. Weinstein, Esq. of Moss, Flaherty, Clarkson & Fletcher, a Professional Association, appeared on behalf of Plaintiff and in support of the said Motion; John L. Beard, Esq. of Michael, Best & Friedrich appeared on behalf of Defendant and in opposition to the said Motion.

Upon all of the files, records and proceedings heretofore had herein and upon the arguments of counsel, the Court makes the following Order:

1. That Plaintiff may be and hereby is permitted to amend its Complaint in the form attached to Plaintiff's Motion, and to serve such amended Complaint by mail upon Defendants' attorney.

2. That the parties shall appear on the ____ day of _____, 1980 before the Honorable _____, United States Magistrate for a pre-trial conference for the purpose of fixing a terminal date for discovery proceedings, a date for the submission of trial briefs and a date for the trial of the above-entitled action.

By the Court:

_____

Floyd Boline -
United States Magistrate

Dated: ____ day of _____, 1980

UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

David L. Arneson
vs.
Gary Gygax, et al

4-79 Civil 109

ORDER FOR RE-ASSIGNMENT OF CIVIL CASES

Above case transferred from Judge Devitt to Judge Murphy, effective 3-4-80.

IT IS ORDERED that the Clerk of Court is directed to transfer and re-assign the 560 cases on the attached lists as follows:

"A" LISTS: To be assigned to Judge No. 5 - Code 6412

73 cases from Chief Judge Edward J. Devitt
91 cases from Judge Miles W. Lord
58 cases from Judge Donald D. Alsop
58 cases from Judge Harry H. MacLaughlin

"B" LISTS: To be assigned to Judge No. 6 - Code 6413

72 cases from Chief Judge Edward J. Devitt
91 cases from Judge Miles W. Lord
59 cases from Judge Donald D. Alsop
58 cases from Judge Harry H. MacLaughlin

IT IS FURTHER ORDERED that upon the appointment of two additional judges to this District pursuant to the Omnibus Judgeship Bill, a copy of this order shall be filed and docketed in each of the cases being reassigned as shown on the attached lists, and that notice be mailed to counsel in accordance with Rule 77(d) of the Federal Rules of Civil Procedure.

DATED: October 24, 1979

Edward J. Devitt
CHIEF JUDGE EDWARD J. DEVITT

Miles W. Lord
JUDGE MILES W. LORD

Donald D. Alsop
JUDGE DONALD D. ALSOP

Harry H. MacLaughlin
JUDGE HARRY H. MACLAUGHLIN

Moss, Flaherty & Clarkson
J. Michael Hirsch & Maher J. Weinstine
2350 IDS Center
Minneapolis, MN 55402

Marvin Jacobson & Carl L. Johnson
200 S. Robert St., Suite 204
St. Paul, MN 55107

OCT 24 1979
Filed
Harry A. Sieben, Clerk
By Melodie A Decker
Deputy

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UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

David L. ARNESON	)	No. 4-79 Civil 109
Plaintiff	)	Clerk's Notice under Rule 77(d) F.R. Civil Procedure or Rule 49(c) F.R. Criminal Procedure
-vs-	)	
Gary Gygax, et al	)	
Defendant	)	

You are hereby notified that in the above-entitled cause, on the 5th day of September, 19 79, we filed a Pretrial Stipulation and Protective Order (Judge Devitt) (Dated 9-4-79).

HARRY A. SIEBEN, Clerk

By: Susan M Johnson
Deputy Clerk

Moss, Flaherty & Clarkson
J. Michael Hirsch & Maher J. Weinstein

Jacobson and Johnson
Marvin Jacobson & Carl L. Johnson

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff

vs. Civil Action No. 4-79-109

GARY GYGAX and TSR HOBBIES, INC., a corporation,

Defendants.

PROTECTIVE ORDER

WHEREAS, Defendants TSR Hobbies, Inc. (TSR) and Gary Gygax by their attorneys, allege that they possess valuable and proprietary commercial information of confidential nature into which it may be necessary for the Plaintiff to inquire or refer in further proceedings of this case but which should not be made available to the public generally as a result or incident of otherwise public proceedings herein; in order to prevent disclosure thereof to the public except only to the extent necessary in the administration of justice in this action wherein such confidential information is produced through discovery to be had.

It is hereby Ordered and Decreed that:

1. As hereinafter used, the term "Confidential Information" means proprietary and confidential commercial information so designated by Defendants and constituting information not generally known to the public, including but not limited to production and financial sales data relating to TSR publications in dispute, royalty agreements and other agreements with authors or third parties other than Plaintiff,

Filed SEP 5 1979 19
Harry A. Sieben, Clerk
By Susan M Johnson
Deputy

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and corporate minutes, such as minutes of shareholders and board of directors meetings, whether revealed in the course of discovery proceedings in this action, or otherwise.

2. The terms of this Order shall apply to Confidential Information that has been produced by Defendants to Plaintiff pursuant to discovery in this action. The designation of Confidential Information by Defendants is intended solely to facilitate the preparation and trial of this action, and such designation shall not be construed in any way as an admission or agreement by Defendants:

(1) that the Confidential Information constitutes or contains any trade secret or confidential information protectable from disclosure by law, or

(2) that the Confidential Information constitutes competent, material, relevant or admissable evidence in this action.

3. All transcripts of depositions, exhibits, answers to interrogatories and other documents and tangible things filed with the Court which have previous to filing been designated by Defendants as comprising or containing Confidential Information, or any pleading or memorandum purporting to reproduce or paraphrase such information, shall be filed in sealed envelopes or other appropriate sealed containers on which shall be endorsed the title of this action, an indication of the nature of the contents of such sealed envelopes or other containers, the word "CONFIDENTIAL" and a statement substantially in the following form:

"This envelope contains documents which have been designated as confidential by Defendants and is not to be opened nor the contents thereof to be displayed or revealed except by the order of the Court."

4. Plaintiff's disclosure of all Confidential Information produced by Defendants shall be confined to the Plaintiff, David L. Arneson, "Outside Counsel", and "Outside Experts" for Plaintiff;

(a) for the purposes of this Order, the term "Outside Counsel" shall refer only to Plaintiff's attorneys who are charged with responsibility for and actively engaged in trial preparations and presentation of this case and to secretarial or clerical personnel employed by or working directly with such attorneys in this action,

(b) for the purposes of this Order, the term "Outside Expert" shall refer only to those independent experts retained by Plaintiff, and who are not regularly employed by or associated with Plaintiff; provided, however, that no Confidential Information shall be disclosed to an Expert until Defendants approve of the Expert and of the Confidential Information which is to be disclosed.

5. Each person to whom disclosure of Confidential Information is to be made pursuant to the provisions of this Order shall, before disclosure is made to him, be fully identified to counsel for the Defendants producing the Confidential Information, and such person, including Plaintiff, David L. Arneson, shall execute and deliver to such counsel a "Written Assurance" concerning the preservation of Confidential Information in accordance with the form attached hereto and made part of this Order as Exhibit A. One executed copy of said Written Assurance shall also be filed with this Court.

6. All transcripts of depositions, exhibits, answers to interrogatories, research reports, other documents, copies thereof, and all information contained therein, received by Plaintiff's counsel and which has been designated by the Defendants as containing or comprising Confidential Information shall be retained by such counsel and shall be used by such counsel solely for the purposes of this action and shall not be disclosed to or used in whole or in part by others except approved outside experts.

7. In the event Plaintiff, having good cause, desires, upon the basis thereof, to make a disclosure of Confidential Information which is otherwise prohibited by this Order, the following provision shall apply:

No less than thirty (30) days, or sooner as the parties may agree, in advance of giving any Confidential Information to any person other than those to whom disclosure of Confidential Information is authorized by Paragraphs 4(a) and 4(b) hereof, the Plaintiff shall fully identify such person by name, address, business affiliation, etc., and state the reason to Defendants why such disclosure is necessary and shall identify with particularity, if the Confidential Information is contained in a document as by reference to the Bates or other identification number which a document bears, or, if otherwise, by full description of the Confidential Information. If Defendants object to the submission of such Confidential Information to such person for any reason, they shall within fifteen (15) days after service of such notice notify the Plaintiff of its objection and the ground therefor and either party may submit the matter to the Court for ruling, and, in the event of such objection, no disclosure

to such person shall be made pending the ruling by the Court permitting such disclosure.

8. The restrictions set forth in this Order shall not apply to any Confidential Information which

(1) is held by this Court not to be confidential commercial information protectable from disclosure; or

(2) at or prior to disclosure thereof in this action is or was in the public domain, or which, after disclosure thereof, becomes public knowledge other than by the unlawful act or omission of a third party or a person or party bound by this Order.

9. This Protective Order shall be without prejudice to the right of either party to bring before the Court by way of motion at any time the question of (a) whether any particular Confidential Information is or is not subject to an exception of paragraph 8 hereof; or (b) whether any particular Confidential Information is or is not relevant to any issue of this case. Upon such motion the party asserting such an exception or asserting relevance shall have the burden of establishing the same.

10. Nothing in this Protective Order shall be deemed a waiver of either party's right to oppose production of any documents or other tangible things or answers to interrogatories for lack of timeliness, relevance or materiality, or as a privileged communication, or as trial preparation materials or as not reasonably calculated to lead to the discovery of admissible evidence.

11. On final termination of this action, each party or other person subject to the provisions hereof shall promptly assemble and return to the originating source all materials and documents constituting Confidential Information and all copies, summaries, and abstracts thereof, and return or destroy all other materials, memoranda or documents embodying data concerning such Confidential Information.

Approved as to Form

Dated: August 9, 1979

By _____
Attorneys for Defendants
John L. Beard
Paul R. Puerner
MICHAEL, BEST & FRIEDRICH
250 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 271-6560

Marvin Jacobson
JACOBSON AND JOHNSON
Suite 204, Minn. State Bank Bldg.
200 South Robert Street
St. Paul, MN 55107
(612) 222-3775

Dated: August 20, 1979

By _____
Attorneys for Plaintiff
Maher J. Weinstein
J. Michael Hirsch
MOSS, FLAHERTY, CLARKSON & FLETCHER
2350 IDS Center
Minneapolis, MN 55402
(612) 339-8551

IT IS SO ORDERED, this 4 day of Sept, 1979.

_____
Judge, U.S. District Court

EXHIBIT A

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff

vs. Civil Action No. 4-79-109

GARY GYGAX and TSR HOBBIES, INC., a corporation,

Defendants.

WRITTEN ASSURANCE

STATE OF _____)
)
COUNTY OF _____)

Being duly sworn, _____ states

1. That he (she) is a Person described by Paragraph 4 of the Protective Order dated _____ and is engaged on behalf of Plaintiff in the preparation and conduct of the above identified action.

2. That he is familiar with, and agrees to be bound by the provisions of the Protective Order dated _____.

3. That he will not divulge to persons other than those specifically authorized by this Order to have access thereto or use except in this action any information obtained pursuant to said Protective Order that has been designated by Defendants as Confidential Information, except information which is exempted from restriction under the provisions of Paragraph 8 of the aforesaid Order or such information as was in the public domain prior to obtaining the information or information that may come into the public

domain other than by the unlawful act or omission of a person or party bound by the Order.

4. That with respect to Confidential Information which is already in his possession or which is in the public domain or which comes into the public domain, he will not disclose to others the fact that he or others possess or employ such information unless that fact is publicly known or becomes publicly known other than by the unlawful act or omission of a person or party bound by the Order.

_____

Capacity: _____

Subscribed and sworn to before be this _____ day of _____, 1979.

_____
Notary Public

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

GARY GYGAX and TSR HOBBIES, INC., a corporation,

Defendants.

Civil Action No. 4-79-109

MOTION AND STIPULATION FOR PROTECTIVE ORDER

Motion

NOW COMES the above named Defendants, Gary Gygax and TSR Hobbies, Inc., appearing by their attorneys, Jacobson and Johnson and John L. Beard and Michael, Best & Friedrich, Defendants hereby moving the Court pursuant to Federal Rule of Civil Procedure 26(c) for entry of an accompanying Protective Order to prevent disclosure of confidential commercial information to those other than the Plaintiff, Plaintiff's attorneys, and approved outside experts.

Stipulation

It is hereby stipulated between Plaintiff's and Defendants' attorneys that the accompanying Protective Order is approved as to form, and granting of Defendants' Motion and entry of the accompanying Protective Order by the Court is respectfully requested.

August 20, 1979

By J. Michael Hirsch
Attorneys for Plaintiff
Maher J. Weinstein
J. Michael Hirsch
MOSS, FLAHERTY, CLARKSON & FLETCHER
2350 IDS Center
Minneapolis, MN 55402
(612) 339-8551

August 9, 1979

By John L. Beard
Attorneys for Defendants
John L. Beard
Paul R. Puerner
MICHAEL, BEST & FRIEDRICH
250 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 271-6560

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Suite 204, MN State Bank Bldg.
200 South Robert Street
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Filed SEP 5 1979 19
Harry A. Sieben, Clerk
By Susan M Johnson
Deputy

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UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

-vs-

GARY GYGAX and TSR HOBBIES, INC., a corporation.

Defendants.

CIVIL ACTION NO. 4-79-109

NOTICE OF MOTION AND MOTION

- -

TO: The above named Defendants and John L. Beard, Michael, Best and Friedrich, 250 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 Their attorneys.

SIRS:

PLEASE TAKE NOTICE, that on the 20th day of August, 1979 before the Honorable George G. McPartlin, United States Magistrate, Room 778, United States Court House, St. Paul, Minnesota, Plaintiff will move the Court for an Order compelling Defendants, and each of them to answer Interrogatory #3k of Plaintiff's first set of Interrogatories to Defendant TSR Hobbies, Inc., and Interrogatory #3k of Plaintiff's first set of Interrogatories to Defendant Gygax. Plaintiff will further move the Court for an Order requiring Defendants, and each of them, to pay Plaintiff the reasonable expenses of this Motion.

The Motion will be based upon the Affidavit of Maher J. Weinstein, which is hereto attached, and upon all of the files, records and proceedings heretofore had herein.

This Motion is made upon the authority of Rule 37a of the Federal Rules of Civil Procedure.

MOSS, FLAHERTY, CLARKSON & FLETCHER

BY: Maher J. Weinstein
Attorneys for Plaintiff
2350 IDS Center
Minneapolis, Minnesota 55402
339-8551

DATED: August 8, 1979.

Filed AUG 10 1979 19
Harry A. Sieben, Clerk
By Deputy

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No. 3290½—Affidavit of Service by Mail. (Rev. 1957) Miller-Davis Co., Minneapolis

State of Minnesota,

County of HENNEPIN } ss.

Josephine Dalpee of the City of Minneapolis
County of Hennepin in the State of Minnesota, being duly sworn, says that on the
8th day of August, 1979 s he served the annexed Notice of Motion
and Motion, Affidavit, Proposed Order and Memorandum of Points and Authorities
on John L. Beard
the attorney(s) for Gary Gygax and TSR Hobbies, Inc.
the Defendants in this action, by mailing to him a copy thereof, inclosed
in an envelope, postage prepaid, and by depositing same in the post office at Minneapolis
Minnesota directed to said attorney(s) at 250 E. Wisconsin Ave., Milwaukee, Wis. 53202
the last known address of said attorney(s).

Josephine Dalpee

Subscribed and sworn to before me, this 8th
day of August, 19 79.

JAMES J. WEINSTEIN
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Feb. 17, 1980

Notary Public, County, Minnesota
My Commission Expires

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

CIVIL ACTION NO. 4-79-109

-vs-

GARY GYGAX and TSR HOBBIES, INC., a corporation,

AFFIDAVIT OF MAHER J. WEINSTEIN

Defendants.

- -

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

MAHER J. WEINSTEIN, being first duly sworn upon oath, deposes and says:

1. That he is one of the attorneys for Plaintiff in the above entitled action, and that he makes this Affidavit in support of Plaintiff's Motion to compel Answers to Interrogatories.

2. That on or about June 6, 1979, affiant caused to be served upon attorney for Defendants, Plaintiff's first set of Interrogatories to Defendant Gygax and Plaintiff's first set of Interrogatories to Defendant TSR Hobbies, Inc., the original of which are on file and of record herein.

3. That on or about August 2, 1979, affiant received copies of Answers to the said Interrogatories from each of the said Defendants, which Answers contained numerous objections. That among the Interrogatories objected to by each of the said Defendants is Interrogatory #3k which, referring to publications named in Defendant's Answer to Interrogatory # 1 reads as follows:

> "State how many copies of said publication or item have been sold for money or other consideration during each quarter ending March 31, June 30, September 30 and December 31 of each year, since its initial creation, publication, distribution and/or sale, or if there has been sales to date, the anticipated date of initial sale."

4. That each of the Defendant's answered the said Interrogatory as follows:

> " This Interrogatory is objected to as irrelavent and immaterial, and also as requesting information in the nature of accounting, relating to the extent of relief which Plaintiff might be entitled to, and hence Plaintiff is not entitled to such information unless or until Defendants' liability and the right to an accounting is established."

5. This action arises out of a dispute among the parties with regard to the rights and royalties in and to the series of games and game rules entitled "Dungeons and Dragons", "Advanced Dungeons and Dragons", and various other titles.

6. That Plaintiff contends that all or some of the games, game rules or publications named in Defendants' answers to Interrogatory #1 are copied, derived, and/or adapted from "Dungeons and Dragons" the work of which Plaintiff is co-author.

7. That Plaintiff's third claim for relief, set forth on page 5 of his Complaint herein, prays for the following relief:

> "Entering Judgment in favor of Plaintiff and against Defendants and each of them in a sum equal to 5% of the cover price of each game or game rules set of "Dungeons and Dragons" and its copies, derivations and adaptations sold by Defendant TSR Hobbies, Inc."

8. That the information sought by Interrogatory #3k is vital evidence in the proof of damages sought in the above quoted prayer for relief, and is, thus, relevant, material and discoverable.

9. That in compliance with Rule 5 of the Local Rules of the United States District Court for the District of Minnesota, affiant has conferred on two occasions with counsel for Defendant, by telephone; that in the course of said conferences various other objections to Interrogatories have been eliminated or compromised and still other questions relating to the said Interrogatories have been deferred by agreement of counsel at a later date, following additional discovery procedures. That despite such conference, the parties are unable to agree whether or not Defendants should be compelled to answer Interrogatory #3k.

10. That as a result of Defendants' refusal to answer Interrogatory #3k, affiant has been and will be caused to expend approximately four hours in the preparation of this Motion and the hearing thereof, and that affiant's customary charge to his clients for litigation services is $70 per hour; as a result of the foregoing, $280 is the reasonable expense to the Plaintiff for the bringing of this Motion.

FURTHER AFFIANT SAITH NOT.

Maher J. Weinstein

Subscribed and sworn to before me
this 8th day of August, 1979.

Josephine Dalpee

JOSEPHINE DALPEE
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Nov. 15, 1981

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff

vs.

Civil Action No. 4-79-109

GARY GYGAX and TSR HOBBIES, INC., a corporation,

DEFENDANT, TSR HOBBIES, INC. ANSWER TO PLAINTIFF'S FIRST SET OF INTERROGATORIES, NOS. 1-13

Defendants.

INTERROGATORY NO. 1

Identify each publication and/or item created, published, distributed and/or sold by Defendant TSR Hobbies, Inc. since its incorporation that bears the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS.

ANSWER: The following is a list of items which are believed to be called for by Interrogatory 1, but Defendant is uncertain as to the exact meaning of the phrase "in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS" used by Plaintiff in Interrogatory #1. Defendant does not admit or acknowledge the following works "relate" as that term is used by plaintiff since Defendant is also uncertain as to the meaning of the term "relate" as used by Plaintiff.

1. DUNEGONS & DRAGONS (Original Set)
2. CHAINMAIL
3. OUTDOOR SURVIVAL
4. GREYHAWK
5. BLACKMOOR
6. ELDRITCH WIZARDRY
7. GODS, DEMIGODS & HEROES

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Harry A. Sieben, Clerk
By Susanne M Johnson
Deputy

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8. SWORDS & SPELLS
9. DUNGEONS & DRAGONS (Basic Set)
10. ADVANCED DUNGEONS & DRAGONS MONSTER MANUAL
11. ADVANCED DUNGEONS & DRAGONS PLAYERS HANDBOOK
12. STEADING OF THE HILL GIANT CHIEF
13. GLACIAL RIFT OF THE FROST GIANT JARL
14. HALL OF THE FIRE GIANT KING
15. DESCENT INTO THE DEPTHS OF THE EARTH
16. SHRINE OF THE KUO-TOA
17. VAULT OF THE DROW
18. TOMB OF HORRORS
19. IN SEARCH OF THE UNKNOWN
20. MONSTER & TREASURE ASSORTMENT (three sets)
21. DUNGEON GEOMORPHS (three sets)
22. OUTDOOR GEOMORPHS
23. CHARACTER RECORD SHEETS
25. DUNGEON MASTER'S SCREEN
26. Several dozen different playing aids produced by Judges Guild. (Exact titles available in their latest catalog).
27. Several dozen different kinds of miniature figurines produced by Miniature Figurines, Ltd. and by Heritage Models, Inc. (Exact names and numbers available in the appropriate catalog listings of those firms).
28. Various polyhedra dice produced by TSR Hobbies, Inc., Heritage Models, Inc., Zocchi Associates, and possibly other firms.
29. THE DRAGON
30. WHITE DWARF
31. THE DUNGEONEER
32. DUNGEON MASTER'S INDEX
33. DIFFERENT WORLDS

INTERROGATORY NO. 2

Identify each additional publication and/or item presently being prepared for publication, distribution or sale by Defendant TSR Hobbies, Inc. that will bear the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS.

ANSWER: Defendant objects to this interrogatory as calling for irrevelant information, since works being prepared for publication or distribution and not yet sold are not covered under the Agreement attached to Plaintiff's Complaint as Exhibit A, and since such information may constitute confidential commercial information.

INTERROGATORY NO. 3

With respect to each publication or item identified in response to Interrogatories 1 and 2 above, please state:

3a. Identify the author(s) and/or creator(s) of said publication or item;

ANSWER:

1. Gary Gygax (Dave Arneson's contribution to DUNGEONS & DRAGONS was, at most, a few ideas which did not constitute copyrightable subject matter and/or was in the public domain)
2. Gary Gygax & Jeff Perren
3. Published by The Avalon Hill Company
4. Gary Gygax & Rob Kuntz
5. Dave Arneson (actually created and authored principally by Brian Blume, Gary Gygax, Rob Kuntz, Steve Marsh, and Tim Kask)
6. Gary Gygax & Brian Blume

7. Robert Kuntz & James Ward
8. Gary Gygax
9. Gary Gygax (ED.: J. Eric Holmes) (Dave Arneson's contribution to DUNGEONS & DRAGONS was, at most, a few ideas which did not constitute copyrightable subject matter and/or was in the public domain)
10. Gary Gygax
11. Gary Gygax
12. Gary Gygax
13. Gary Gygax
14. Gary Gygax
15. Gary Gygax
16. Gary Gygax
17. Gary Gygax
18. Gary Gygax
19. Mike Carr
20. Compiled by TSR Hobbies, Inc. personnel
21. Gary Gygax
22. Gary Gygax
23. Compiled by TSR Hobbies, Inc. personnel
25. Compiled by TSR Hobbies, Inc. personnel
26. Unknown, although Dave Arneson authored a playing aid entitled First Fantasy Campaign
27. Produced by Miniature Figurines, Ltd. and Heritage Models, Inc.
28. Produced by TSR Hobbies, Inc., Heritage Models, Inc., Zocchi Associates, and others unknown.
29. Magazine published by TSR Hobbies, Inc.
30. Magazine published by Games Workshop
31. Magazine produced by Judges Guild
32. Dave Arneson & Dave Megarry
33. Magazine published by CHAOSium, Albany, Ca.

3b. State whether the plan and arrangement of the game rules or games DUNGEONS & DRAGONS was consulted in planning and arranging said publication or item, and if so, describe in detail the manner in which DUNGEONS & DRAGONS influenced the plan and arrangement of said publication or item;

ANSWER: Defendant is unaware of the meaning of the term "consulted" as used by Plaintiff, and can only answer as to the items listed in Answer to Interrogatory No. 1, that these items bear the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or there is some relationship to the game rules DUNGEONS & DRAGONS. Copies of the items identified in answer to Interrogatory No. 1 and in the custody of TSR will be made available to Plaintiff and the authors of these items, to the extent that they are employees of TSR Hobbies, Inc., will be made available for deposition.

3c. State whether the theme or basic plot of said publication or item was based on the game rules or game DUNGEONS & DRAGONS, and if so, describe in detail the manner in which DUNGEONS & DRAGONS influenced the theme or basic plot of said publication or item;

ANSWER: Defendant is unaware of the meaning of the terms "theme or basic plot" as used by Plaintiff; see Answer to Interrogatory No. 3 b.

3d. State whether the author(s) and/or creator(s) of said publication or item consulted the game rules or game DUNGEON & DRAGONS when formulating said publication or item and reducing it to final expression, and if so, describe in detail the manner in which DUNGEONS & DRAGONS influenced the formulation and final expression of said publication or item.

ANSWER: See Answer to Interrogatory No. 3b.

3e. State whether any portion of the game rules or game DUNGEONS & DRAGONS was copied or reproduced in the preparation of said publication or item, and if so, state:

(1) the portion of DUNGEONS & DRAGONS that was copied or reproduced;

(2) the manner in which the portion of DUNGEONS & DRAGONS was copied or reproduced;

(3) the page or other location of the copied or reproduced portion of DUNGEONS AND DRAGONS in said publication or item.

ANSWER: Copies of all items identified in response to Interrogatory No. 1 and in the custody of TSR will be made available to Plaintiff for comparison.

3f. Describe in detail all essential differences between said publication or item and the game rules or game DUNGEONS & DRAGONS.

ANSWER: See Answer to Interrogatory No. 3 e.

3g. Describe in detail all facts on which you base your contention that said publication or item is the result of independent creation and is not copied or derived from the game rules and game DUNGEONS & DRAGONS.

ANSWER: Dave Arneson's contribution to DUNGEONS & DRAGONS was, at most, a few ideas which did not constitute copyrightable subject matter and/or were in the public domain. Also, see Defendants' Answer to Complaint and Defendant TSR's Counterclaims.

3h. Describe in detail all facts on which you base your contention that Plaintiff is not entitled to royalties based on the full cover price of said publication or item.

ANSWER: See Answer to Interrogatory No. 3 g.

3i. Identify each person who is entitled to receive or actually receives or has received royalties, or other remuneration based on the authorship or creation of said publication or item, and identify any documents relating to said entitlement or receipt.

ANSWER: In addition to the persons listed below, various TSR employees who worked on development of the works identified during company time may have received remuneration by virtue of receiving a salary from TSR.

1. Gary Gygax & Dave Arneson;
2. Gary Gygax & Jeff Perren;
3. Unknown;
4. Gary Gygax & Rob Kuntz;
5. Dave Arneson,
6. Gary Gygax & Brian Blume;
7. Robert Kuntz & James Ward;
8. None
9. Gary Gygax & Dave Arneson;
10. Gary Gygax,
11. Gary Gygax;
12. Gary Gygax;
13. Gary Gygax;
14. Gary Gygax;
15. Gary Gygax;
16. Gary Gygax;
17. Gary Gygax;
18. Gary Gygax;

19. Mike Carr;

20. None

21. None

22. None

23. None

25. None

26. Unknown

27. None

28. None

29. None or possibly contributors to magazine

30. None or unknown

31. None or unknown

32. Unknown

33. Unknown

All documents relating to Arneson's alleged entitlement to royalties will be produced. As to other royalty agreements between authors and TSR, to the extent these agreements are not confidential, these documents will be available for inspection or produced; any royalty agreements including confidential information will be produced under a suitable protective order.

3j. State the actual (or anticipated price if the item or publication has not yet been sold) cover price of said publication or item and the date of any changes in the actual cover price at any time since the intitial publication, distribution and/or sale of the publication or item.

ANSWER: The cover prices of TSR's products published are included in the current TSR catalog which will be produced. See the Answer to interrogatory 3 k.

3k. State how many copies of said publication or item have been sold for money or other consideration during each quarter ending March 31, June 30, September 30 and December 31 of each year, since its initial creation, publication, distribution and/or sale, or if there has been no sales to date, the anticipated date of initial sales.

ANSWER: This interrogatory is objected to as irrelevant and inmaterial, and also as requesting information in the nature of accounting, relating to the extent of relief which Plaintiff might be entitled to, and hence, Plaintiff is not entitled to such information unless or until Defendants' liability and the right to an accounting is established.

INTERROGATORY NO. 4

It is requested that you produce and deliver to counsel for Plaintiff a copy of each publication and/or item identified in Interrogatory 1 and each document identified in Interrogatory 3i. above at the time you answer these Interrogatories.

ANSWER: See Answer to interrogatories 3e and 3i.

INTERROGATORY NO. 5

Describe in detail any agreement(s) which Defendant TSR Hobbies, Inc. has with any other person or entity for any publication and/or item that bears the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS and identify any documents setting forth said agreements.

ANSWER: See Answer to Interrogatory No. 3 i; as to any other agreements coming within the scope of this interrogatory, Defendant objects to the interrogatory as being ir-

revelant and not reasonably calculated to lead to discovery of relevant information, and as requesting confidential commercial information.

INTERROGATORY NO. 6

It is requested that you produce and deliver to counsel for Plaintiff a copy of each document identified in Interrogatory 5 above at the time you answer these Interrogatories.

ANSWER: See Answers to interrogatories 4 and 5.

INTERROGATORY NO. 7

Identify all directors, executive officers, agents and/or employees of Defendant TSR Hobbies, Inc. who are related to Defendant Gygax by blood, marriage, or adoption, not more remote than first cousin.

ANSWER: Gary Gygax; Ernest Gary Gygax, Jr., son; and Mary Elise Gygax, daughter.

INTERROGATORY NO. 8

Describe in detail all positions and offices with Defendant TSR Hobbies, Inc. held by Defendant Gygax and each separate individual identified in response to Interrogatory 5, including but not limited to the following facts:

ANSWER:

1. Director, president
2. hourly employee (manages retail shop)
3. hourly employee (clerk, typist)

a. His or her term of office as a director and/or executive officer and any periods in which he or she has served as such;

ANSWER: Gygax served as a director and as president of the firm since its incorporation in 1975 to the present.

b. Any arrangements or understandings between Defendant Gygax or the persons identified and any other person or persons (naming such person(s)) pursuant to which he or she was or is selected as a director and/or executive officer;

ANSWER: Gygax's election to a directorship was by the usual stockholder vote conducted at each Annual Meeting of Stockholders of the corporation. Gygax's presidential office is held by election through the directors of the firm.

c. The nature of any family relationship between Defendant Gygax and any other director, executive officer, agent or employee of Defendant TSR Hobbies, Inc;

ANSWER: Gygax has no relationship by blood or marriage to any other director or officer of the firm. This also is true of agents of the firm. Gygax's son and daughter are employed as hourly employees.

d. An account of his or her business experience during the past seven years, including his or her principal occupations and employment during that period and the name and principal business of any corporation or other organization in which such occupations and employments were carried on;

ANSWER:

6/75 to Present:	President of TSR Hobbies, Inc. (or Tactical Studies Rules)
10/73 to 5/75:	Self-employed as a shoe repairman, freelance writer, and editor of Tactical Studies Rules
1972 to 9/73:	Self-employed as a shoe repairman, freelance writer, and editor for Guidon Games.

e. For each class of equity securities of Defendant TSR Hobbies, Inc., state, as of the most recent practicable date, the amount and nature of beneficial ownership of Defendant Gygax and each person identified and the percent of the class so owned;

ANSWER: Gygax owns approximately 675 shares of TSR Hobbies, Inc., and this represents about 30% of the outstanding stock. Gygax's son, Ernest, owns fewer than 50 shares. Gygax's daughter owns no stock.

INTERROGATORY NO. 9

Describe in detail the amount and nature of all remuneration paid to Defendant Gygax and each separate person identified in response to Interrogatory 5, by Defendant TSR Hobbies, Inc. each year since its incorporation, including but not limited to the following facts:

a. The amount and nature of all cash remuneration distributed or accrused in the form of salaries, fees, director's fees, commissions and bonuses;

b. The amount and nature of any spread between the acquisition price, if any, and the fair market price of all securities or property acquired under any contract, agreement, plan or arrangement, including securities issued on exercise of options, for benefit of Defendant Gygax or any of the persons identified;

c. The amount and nature of any premiums paid by Defendant TSR Hobbies, Inc. on life insurance policies insuring Defendant Gygax or any of the persons identified unless the sole beneficiary under the policy is Defendant TSR Hobbies, Inc.

d. The amount and nature of any premium for health and hospitalization insurance or costs for any medical reimbursement plans paid by Defendant TSR Hobbies, Inc. for the benefit of Defendant Gygax or any of the persons identified unless the health, hospitalization or medical reimbursement plans do not discriminate in favor of officers or directors of TSR Hobbies and are available generally to all salaried employees;

e. The value and nature of personal benefits which are not directly related to job performance, other than those provided to broad categories of employees and which do not discriminate in favor of officers and directors, furnished by Defendant TSR Hobbies directly or through third parties to Defendant Gygax or any of the persons identified;

f. The amount expressed for financial reporting purposes by Defendant TSR Hobbies, Inc. which represents the contribution, payment, or accrual for the account of Defendant Gygax or any of the persons identified under any existing pension or retirement plans, annuity contracts deferred compensation plans or any similar arrangements and the nature of each such arrangement;

g. The amount expressed for financial reporting purposes by Defendant TSR Hobbies, Inc. as remuneration to Defendant Gygax or any of the persons identified with respect to stock options, stock appreciation rights plans, phantom stock plans and any other incentive or compensation plan or arrangement pursuant to which the measure of benefits is based on objective standards or on the value of securities of TSR Hobbies, Inc., granted, awarded or entered into at any time in connection with services to TSR Hobbies, Inc. and the nature of any such plan or arrangement;

h. The amount of any contribution, payment or accrual for the account of Defendant Gygax or any of the identified persons which has been expensed by Defendant TSR Hobbies, Inc. for financial reporting purposes under any stock purchase, profit sharing, thrift, or similar plans and the nature of each such plan;

i. The nature and amount involved in any transaction between Defendant TSR Hobbies, Inc. and a third party when the primary purpose of the transaction is to furnish remuneration to Defendant Gygax or any of the persons identified;

j. The title and aggregate amount of securities purchased from Defendant TSR Hobbies, Inc. pursuant to all options to purchase securities of Defendant TSR Hobbies, Inc. including the aggregate purchase price and the aggregate market value of the securities purchased on the date of purchase.

k. The amount and nature of any indebtedness and the nature of the transaction in which it was incurred in which the Defendant or any of the persons identified is or was indebted to Defendant TSR Hobbies, Inc.

l. The nature of any transactions to which Defendant TSR Hobbies, Inc. was or is a party, in which Defendant Gygax or any of the persons identified had or is to have a direct or indirect material interest, including the nature of his or her interest in the transaction and, where practicable, the amount of such interest;

m. Identify each document setting forth the terms conditions, or nature of any of the above described items of remuneration to be paid to Defendant or any other

person identified and it is requested that you produce and deliver to counsel for Plaintiff a copy of each document identified at the time you answer these Interrogatories.
ANSWER: This interrogatory is objected to as irrelevant and not reasonably calculated to lead to discovery of relevant information, and as requesting confidential commercial information.

INTERROGATORY NO. 10

State the names, present addresses and place of employment of any persons having knowledge or information of the issues involved in this litigation who are known to Defendant Gygax, Defendant's counsel, associates, investigators, employees or agents, whether obtained in the course of investigation, preparation for trial or otherwise.
ANSWER: Defendant is uncertain as to the meaning of the term "issues involved in this litigation" as used by Plaintiff. As to knowledge relating to circumstances relating to creation of DUNGEONS & DRAGONS, at least the following persons have personal knowledge as to the circumstances relating to a creation of DUNGEONS & DRAGONS: Gary, Gygax, Brian Blume, Ernest Gygax and Robert Kuntz, all of Lake Geneva, Wisconsin, and employed by TSR Hobbies, Inc., as well as possibility other employees of TSR.

INTERROGATORY NO. 11

Is Defendant Gygax aware of any documents which in any way concern, pertain or relate to the issues involved in this litigation? If so, identify each such document, and at the time you answer these Interrogatories, provide counsel for the Plaintiff with a copy of each such document in your possession, custody or control.

ANSWER: All documents relating to the contract attached to Plaintiff's Complaint as Exhibit A will be produced. There may be other documents which may be determined to relate to this litigation, but such determination can not be made until discovery is completed. Documents relating to the time required to produce ADVANCED DUNGEONS & DRAGONS works and available certificates of copyright registration in various works will be produced.

INTERROGATORY NO. 12

State the following with respect to any expert witness Defendant Gygax may call at trial:

a. Name and address;

b. Dates of any written report(s) rendered by him;

c. The subject matter on which he is expected to testify;

d. The substance of all facts to which he is expected to testify;

e. The substance of all opinions to which he is expected to testify; and

f. A summary of the grounds for each opinion to which he is expected to testify.

ANSWER: At this time, it has not yet been determined whether to call any expert witnesses at trial.

INTERROGATORY NO. 13

State the name and address of all experts who have been retained, specially employed or consulted with, formally or informally, and who are not expected to be called as a witness at trial.

ANSWER: None.

Dated and signed under oath at Lake Geneva, Wisconsin, this 1st day of August, 1979.

TSR HOBBIES, INC.

By E Gary Gygax
E. Gary Gygax, President

State of Wisconsin)
SS.
County of Walworth)

E. Gary Gygax, being duly sworn, on oath, deposes and says that he is the President of Defendant, TSR Hobbies, Inc. and that he has read the foregoing Defendant's Answers to Plaintiff's First Interrogatories Nos. 1-13 that he knows the contents thereof, and that to his knowledge the same are true; and that the source of his information and the grounds for his belief are personal knowledge, records, documents, memoranda and statements contained in the files of said TSR Hobbies, Inc.

E Gary Gygax
E. Gary Gygax

Subscribed and sworn to before me this 1st day of August, 1979.

Notary Public

My commission expires: 4-19-81

Signed as to Objections
MICHAEL, BEST & FRIEDRICH
250 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 271-6560

August 2, 1979

Paul R. Puerner
John L. Beard

JACOBSON AND JOHNSON
Suite 204, MN State Bank Bldg.
200 South Robert Street
St. Paul, MN 55107
(612) 222-3775

August 3, 1979

Marvin Jacobson

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff

vs.

Civil Action No. 4-79-109

GARY GYGAX and TSR HOBBIES, INC., a corporation,

DEFENDANT, GARY GYGAX'S ANSWER TO PLAINTIFF'S FIRST SET OF INTERROGATORIES, NOS. 1-11

Defendants.

INTERROGATORY NO. 1

Identify each publication and/or item created, published, distributed and/or sold by Defendant TSR Hobbies, Inc. since its incorporation that bears the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS.

ANSWER: The following is a list of items which are believed to be called for by Interrogatory 1, but Defendant is uncertain as to the exact meaning of the phrase "in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS" used by Plaintiff in Interrogatory #1. Defendant does not admit or acknowledge the following works "relate" as that term is used by plaintiff since Defendant is also uncertain as to the meaning of the term "relate" as used by Plaintiff.

1. DUNEGONS & DRAGONS (Original Set)
2. CHAINMAIL
3. OUTDOOR SURVIVAL
4. GREYHAWK
5. BLACKMOOR
6. ELDRITCH WIZARDRY
7. GODS, DEMIGODS & HEROES

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Harry A. Sieben, Clerk
By Susanne M Johnson
Deputy

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8. SWORDS & SPELLS
9. DUNGEONS & DRAGONS (Basic Set)
10. ADVANCED DUNGEONS & DRAGONS MONSTER MANUAL
11. ADVANCED DUNGEONS & DRAGONS PLAYERS HANDBOOK
12. STEADING OF THE HILL GIANT CHIEF
13. GLACIAL RIFT OF THE FROST GIANT JARL
14. HALL OF THE FIRE GIANT KING
15. DESCENT INTO THE DEPTHS OF THE EARTH
16. SHRINE OF THE KUO-TOA
17. VAULT OF THE DROW
18. TOMB OF HORRORS
19. IN SEARCH OF THE UNKNOWN
20. MONSTER & TREASURE ASSORTMENT (three sets)
21. DUNGEON GEOMORPHS (three sets)
22. OUTDOOR GEOMORPHS
23. CHARACTER RECORD SHEETS
25. DUNGEON MASTER'S SCREEN
26. Several dozen different playing aids produced by Judges Guild. (Exact titles unknown personally to me but available in their latest catalog).
27. Several dozen different kinds of miniature figurines produced by Miniature Figurines, Ltd. and by Heritage Models, Inc. (Exact names and numbers personally unknown to me but available in the appropriate catalog listings of those firms).
28. Various polyhedra dice produced by TSR Hobbies, Inc., Heritage Models, Inc., Zocchi Associates, and possibly other firms.
29. THE DRAGON
30. WHITE DWARF
31. THE DUNGEONEER
32. DUNGEON MASTER'S INDEX
33. DIFFERENT WORLDS

INTERROGATORY NO. 2

Identify each additional publication and/or item presently being prepared for publication, distribution or sale by Defendant TSR Hobbies, Inc. that will bear the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS.

ANSWER: Defendant objects to this interrogatory as calling for irrevelant information, since works being prepared for publication or distribution and not yet sold are not covered under the Agreement attached to Plaintiff's Complaint as Exhibit A, and since such information may constitute confidential commercial information.

INTERROGATORY NO. 3

With respect to each publication or item identified in response to Interrogatories 1 and 2 above, please state:

3a. Identify the author(s) and/or creator(s) of said publication or item;

ANSWER:

1. Gary Gygax (Dave Arneson's contribution to DUNGEONS & DRAGONS was, at most, a few ideas which did not constitute copyrightable subject matter and/or was in the public domain)
2. Gary Gygax & Jeff Perren
3. Published by The Avalon Hill Company
4. Gary Gygax & Rob Kuntz
5. Dave Arneson (actually created and authored principally by Brian Blume, Gary Gygax, Rob Kuntz, Steve Marsh, and Tim Kask)
6. Gary Gygax & Brian Blume

7. Robert Kuntz & James Ward
8. Gary Gygax
9. Gary Gygax (ED.: J. Eric Holmes) (Dave Arneson's contribution to DUNGEONS & DRAGONS was, at most, a few ideas which did not constitute copyrightable subject matter and/or was in the public domain)
10. Gary Gygax
11. Gary Gygax
12. Gary Gygax
13. Gary Gygax
14. Gary Gygax
15. Gary Gygax
16. Gary Gygax
17. Gary Gygax
18. Gary Gygax
19. Mike Carr
20. Compiled by TSR Hobbies, Inc. personnel
21. Gary Gygax
22. Gary Gygax
23. Compiled by TSR Hobbies, Inc. personnel
25. Compiled by TSR Hobbies, Inc. personnel
26. Unknown to me, although Dave Arneson authored a playing aid entitled First Fantasy Campaign
27. Produced by Miniature Figurines, Ltd. and Heritage Models, Inc.
28. Produced by TSR Hobbies, Inc., Heritage Models, Inc., Zocchi Associates, and others unknown to me.
29. Magazine published by TSR Hobbies, Inc.
30. Magazine published by Games Workshop
31. Magazine produced by Judges Guild
32. Dave Arneson & Dave Megarry
33. Magazine published by CHAOSium, Albany, Ca.

3b. State whether the plan and arrangement of the game rules or games DUNGEONS & DRAGONS was consulted in planning and arranging said publication or item, and if so, describe in detail the manner in which DUNGEONS & DRAGONS influenced the plan and arrangement of said publication or item;

ANSWER: Defendant is unaware of the meaning of the term "consulted" as used by Plaintiff, and can only answer as to the items listed in Answer to Interrogatory No. 1, that these items bear the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or there is some relationship to the game rules DUNGEONS & DRAGONS. Copies of the items identified in answer to Interrogatory No. 1 will be made available to Plaintiff and the authors of these items, to the extent that they are employees of TSR Hobbies, Inc., will be made available for deposition.

3c. State whether the theme or basic plot of said publication or item was based on the game rules or game DUNGEONS & DRAGONS, and if so, describe in detail the manner in which DUNGEONS & DRAGONS influenced the theme or basic plot of said publication or item;

ANSWER: Defendant is unaware of the meaning of the terms "theme or basic plot" as used by Plaintiff; see Answer to Interrogatory No. 3 b.

3d. State whether the author(s) and/or creator(s) of said publication or item consulted the game rules or game DUNGEON & DRAGONS when formulating said publication or item and reducing it to final expression, and if so, describe in detail the manner in which DUNGEONS & DRAGONS influenced the formulation and final expression of said publication or item.

ANSWER: See Answer to Interrogatory No. 3b.

3e. State whether any portion of the game rules or game DUNGEONS & DRAGONS was copied or reproduced in the preparation of said publication or item, and if so, state:

(1) the portion of DUNGEONS & DRAGONS that was copied or reproduced;

(2) the manner in which the portion of DUNGEONS & DRAGONS was copied or reproduced;

(3) the page or other location of the copied or reproduced portion of DUNGEONS AND DRAGONS in said publication or item.

ANSWER: Copies of all items identified in response to Interrogatory No. 1 will be made available to Plaintiff for comparison.

3f. Describe in detail all essential differences between said publication or item and the game rules or game DUNGEONS & DRAGONS.

ANSWER: See Answer to Interrogatory No. 3 e.

3g. Describe in detail all facts on which you base your contention that said publication or item is the result of independent creation and is not copied or derived from the game rules and game DUNGEONS & DRAGONS.

ANSWER: Dave Arneson's contribution to DUNGEONS & DRAGONS was, at most, a few ideas which did not constitute copyrightable subject matter and/or was in the public domain. Also, see Defendants' Answer to Complaint and Defendant TSR's Counterclaims.

3h. Describe in deatil all facts on which you base your contention that Plaintiff is not entitled to royalties based on the full cover price of said publication or item.

ANSWER: See Answer to Interrogatory No. 3 g.

3i. Identify each person who is entitled to receive or actually receives or has received royalties, or other remuneration based on the authorship or creation of said publication or item, and identify any documents relating to said entitlement or receipt.

ANSWER: In addition to the persons listed below, various TSR employees who worked on development of the works identified during company time may have received remuneration by virtue of receiving a salary from TSR.

1. Gary Gygax & Dave Arneson;
2. Gary Gygax & Jeff Perren;
3. Unknown to me personally
4. Gary Gygax & Rob Kuntz;
5. Dave Arneson,
6. Gary Gygax & Brian Blume;
7. Robert Kuntz & James Ward;
8. None
9. Gary Gygax & Dave Arneson;
10. Gary Gygax,
11. Gary Gygax;
12. Gary Gygax;
13. Gary Gygax;
14. Gary Gygax;
15. Gary Gygax;
16. Gary Gygax;
17. Gary Gygax;
18. Gary Gygax;
19. Mike Carr;
20. None
21. None
22. None
23. None

25. None

26. Unknown to me

27. None

28. None

29. None or unknown to me

30. None or unknown to me

31. None or unknown to me

32. Unknown to me

33. Unknown to me

All documents relating to Arneson's alleged entitlement to royalties will be produced. As to other royalty agreements between authors and TSR, to the extent these agreements are not confidential, these documents will be available for inspection or produced; any royalty agreements including confidential information will be produced under a suitable protective order.

3j. State the actual (or anticipated price if the item or publication has not yet been sold) cover price of said publication or item and the date of any changes in the actual cover price at any time since the intitial publication, distribution and/or sale of the publication or item.

ANSWER: The cover prices of TSR's products published are included in the current TSR catalog which will be produced. See the Answer to interrogatory 3 k.

3k. State how many copies of said publication or item have been sold for money or other consideration during each quarter ending March 31, June 30, September 30 and December 31 of each year, since its initial creation, publication, distribution and/or sale, or if there has been no sales to date, the anticipated date of initial sales.

ANSWER: This interrogatory is objected to as irrelevant and inmaterial, and also as requesting information in the nature of accounting, relating to the extent of relief which Plaintiff

might be entitled to, and hence, Plaintiff is not entitled to such information unless or until Defendants' liability and the right to an accounting is established.

INTERROGATORY NO. 4

Describe in detail any agreement(s) which Defendant TSR Hobbies, Inc. has with any other person or entity for any publication and/or item that bears the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS and identify any documents setting forth said agreements.

ANSWER: See Answer to Interrogatory No. 3 i; as to any other agreements coming within the scope of this interrogatory, Defendant objects to the interrogatory as being irrevelant and not reasonably calculated to lead to discovery of relevant information, and as requesting confidential commercial information.

INTERROGATORY NO. 5

Identify all directors, executive officers, agents and/or employees of Defendant TSR Hobbies, Inc. who are related to Defendant Gygax by blood, marriage, or adoption, not more remote than first cousin.

ANSWER: Gary Gygax; Ernest Gary Gygax, Jr., son; and Mary Elise Gygax, daughter.

INTERROGATORY NO. 6

Describe in detail all positions and offices with Defendant TSR Hobbies, Inc. held by Defendant Gygax and each separate individual identified in response to Interrogatory 5, including but not limited to the following facts:

ANSWER:

1. Director, president
2. hourly employee (manages retail shop)
3. hourly employee (clerk, typist)

a. His or her term of office as a director and/or executive officer and any periods in which he or she has served as such;

ANSWER: I have served as a director and as president of the firm since its incorporation in 1975 to the present.

b. Any arrangements or understandings between Defendant Gygax or the persons identified and any other person or persons (naming such person(s)) pursuant to which he or she was or is selected as a director and/or executive officer;

ANSWER: My election to a directorship was by the usual stockholder vote conducted at each Annual Meeting of Stockholders of the corporation. My presidential office is held by election through the directors of the firm.

c. The nature of any family relationship between Defendant Gygax and any other director, executive officer, agent or employee of Defendant TSR Hobbies, Inc;

ANSWER: I have no relationship by blood or marriage to any other director or officer of the firm. This also is true of agents of the firm. My son and daughter are employed as hourly employees.

d. An account of his or her business experience during the past seven years, including his or her principal occupations and employment during that period and the name and principal business of any corporation or other organization in which such occupations and employments were carried on;

ANSWER:

6/75 to Present:	President of TSR Hobbies, Inc. (or Tactical Studies Rules)
10/73 to 5/75:	Self-employed as a shoe repairman, freelance writer, and editor of Tactical Studies Rules
1972 to 9/73:	Self-employed as a shoe repairman, freelance writer, and editor for Guidon Games.

e. For each class of equity securities of Defendant TSR Hobbies, Inc., state, as of the most recent practicable date, the amount and nature of beneficial ownership of Defendant Gygax and each person identified and the percent of the class so owned;

ANSWER: I own approximately 675 shares of TSR Hobbies, Inc., and to the best of my personal knowledge this represents about 30% of the outstanding stock. My son, Ernest, owns fewer than 50 shares. My daughter owns no stock.

INTERROGATORY NO. 7

Describe in detail the amount and nature of all remuneration paid to Defendant Gygax and each separate person identified in response to Interrogatory 5, by Defendant TSR Hobbies, Inc. each year since its incorporation, including but not limited to the following facts:

a. The amount and nature of all cash remuneration distributed or accrused in the form of salaries, fees, director's fees, commissions and bonuses;

b. The amount and nature of any spread between the acquisition price, if any, and the fair market price of all securities or property acquired under any contract, agreement, plan or arrangement, including securities issued on exercise of options, for benefit of Defendant Gygax or any of the persons identified;

c. The amount and nature of any premiums paid by Defendant TSR Hobbies, Inc. on life insurance policies insuring Defendant Gygax or any of the persons identified unless the sole beneficiary under the policy is Defendant TSR Hobbies, Inc.

d. The amount and nature of any premium for health and hospitalization insurance or costs for any medical reimbursement plans paid by Defendant TSR Hobbies, Inc.

for the benefit of Defendant Gygax or any of the persons identified unless the health, hospitalization or medical reimbursement plans do not discriminate in favor of officers or directors of TSR Hobbies and are available generally to all salaried employees;

e. The value and nature of personal benefits which are not directly related to job performance, other than those provided to broad categories of employees and which do not discriminate in favor of officers and directors, furnished by Defendant TSR Hobbies directly or through third parties to Defendant Gygax or any of the persons identified;

f. The amount expressed for financial reporting purposes by Defendant TSR Hobbies, Inc. which represents the contribution, payment, or accrual for the account of Defendant Gygax or any of the persons identified under any existing pension or retirement plans, annuity contracts deferred compensation plans or any similar arrangements and the nature of each such arrangement;

g. The amount expressed for financial reporting purposes by Defendant TSR Hobbies, Inc. as remuneration to Defendant Gygax or any of the persons identified with respect to stock options, stock appreciation rights plans, phantom stock plans and any other incentive or compensation plan or arrangement pursuant to which the measure of benefits is based on objective standards or on the value of securities of TSR Hobbies, Inc., granted, awarded or entered into at any time in connection with services to TSR Hobbies, Inc. and the nature of any such plan or arrangement;

h. The amount of any contribution, payment or accrual for the account of Defendant Gygax or any of the identified persons which has been expensed by Defendant TSR Hobbies, Inc. for financial reporting purposes under any

stock purchase, profit sharing, thrift, or similar plans and the nature of each such plan;

i. The nature and amount involved in any transaction between Defendant TSR Hobbies, Inc. and a third party when the primary purpose of the transaction is to furnish remuneration to Defendant Gygax or any of the persons identified;

j. The title and aggregate amount of securities purchased from Defendant TSR Hobbies, Inc. pursuant to all options to purchase securities of Defendant TSR Hobbies, Inc. including the aggregate purchase price and the aggregate market value of the securities purchased on the date of purchase.

k. The amount and nature of any indebtedness and the nature of the transaction in which it was incurred in which the Defendant or any of the persons identified is or was indebted to Defendant TSR Hobbies, Inc.

l. The nature of any transactions to which Defendant TSR Hobbies, Inc. was or is a party, in which Defendant Gygax or any of the persons identified had or is to have a direct or indirect material interest, including the nature of his or her interest in the transaction and, where practicable, the amount of such interest;

m. Identify each document setting forth the terms conditions, or nature of any of the above described items of remuneration to be paid to Defendant or any other person identified.

ANSWER: This interrogatory is objected to as irrelevant and not reasonably calculated to lead to discovery of relevant information, and as requesting confidential commercial information.

INTERROGATORY NO. 8

State the names, present addresses and place of employment of any persons having knowledge or information of the issues involved in this litigation who are known to Defendant Gygax, Defendant's counsel, associates, investigators, employees or agents, whether obtained in the course of investigation, preparation for trial or otherwise.

ANSWER: Defendants are uncertain as to the meaning of the term "issues involved in this litigation" as used by Plaintiff. As to knowledge relating to circumstances relating to creation of DUNGEONS & DRAGONS, at least the following persons have personal knowledge as to the circumstances relating to a creation of DUNGEONS & DRAGONS: Brian Blume, Ernest Gygax and Robert Kuntz, all of Lake Geneva, Wisconsin, and employed by TSR Hobbies, Inc., as well as possibility other employees of TSR.

INTERROGATORY NO. 9

Is Defendant Gygax aware of any documents which in any way concern, pertain or relate to the issues involved in this litigation? If so, identify each such document, and at the time you answer these Interrogatories, provide counsel for the Plaintiff with a copy of each such document in your possession, custody or control.

ANSWER: All documents relating to the contract attached to Plaintiff's Complaint as Exhibit A will be produced. There may be other documents which may be determined to relate to this litigation, but such determination can not be made until discovery is completed. Documents relating to the time required to produce ADVANCED DUNGEONS & DRAGONS works and available certificates of copyright in various works will be produced.

INTERROGATORY NO. 10

State the following with respect to any expert witness Defendant Gygax may call at trial:

a. Name and address;

b. Dates of any written report(s) rendered by him;

c. The subject matter on which he is expected to testify;

d. The substance of all facts to which he is expected to testify;

e. The substance of all opinions to which he is expected to testify; and

f. A summary of the grounds for each opinion to which he is expected to testify.

ANSWER: At this time, it has not yet been determined whether to call any expert witnesses at trial.

INTERROGATORY NO. 11

State the name and address of all experts who have been retained, specially employed or consulted with, formally or informally, and who are not expected to be called as a witness at trial.

ANSWER: None.

Dated and signed under oath at Lake Geneva, Wisconsin, this 1st day of August, 1979.

E Gary Gygax

E. Gary Gygax

State of Wisconsin)
SS.
County of Walworth)

E. Gary Gygax, being duly sworn, on oath, deposes and says that he is a Defendant in this action and that he has read the foregoing Defendant's Answers to Plaintiff's First Interrogatories Nos. 1-11 that he knows the contents thereof, and that to his knowledge the same are true; and that the source of his information and the grounds for his belief is personal knowledge including knowledge of records, documents, memoranda and statements contained in the files of Defendant TSR Hobbies, Inc.

E. Gary Gygax

E. Gary Gygax

Subscribed and sworn to before me this 1st day of August, 1979.

Notary Public

My commission expires: 4-19-81

Signed as to Objections
MICHAEL, BEST & FRIEDRICH
250 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 271-6560

August 2, 1979

Paul R. Puerner
John L. Beard

JACOBSON AND JOHNSON
Suite 204, MN State Bank Bldg.
200 South Robert Street
St. Paul, MN 55107
(612) 222-3775

August 3, 1979

Marvin Jacobson

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

David L. Arneson	)	No. 4-79 Civil 109
Plaintiff	)	Clerk's Notice under Rule 77(d) F.R. Civil Procedure or Rule 49(c) F.R. Criminal Procedure
-vs-	)	
Gary Gygax, et al	)	
Defendant	)	

You are hereby notified that in the above-entitled cause, on the 26th day of July, 19 79, we filed a Memorandum and Order (Judge Devitt) that defendant's motion for relief under Rule 60(b) is denied. (Dated 7-25-79).

HARRY A. SIEBEN, Clerk

By: Susann M Johnson
Deputy Clerk

Moss, Flaherty & Clarkson
J. Michael Hirsch & Maher J. Weinstein

Jacobson and Johnson
Marvin Jacobson and Carl L. Johnson

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

David L. Arneson,

Plaintiff,

vs. Civ. 4-79-109

Gary Gygax, and TSR Hobbies, Inc., a corporation, MEMORANDUM & ORDER

Defendant.

Maher J. Weinstein and J. Michael Hirsch, Moss, Flaherty, Clarkson & Fletcher, Minneapolis, Minnesota, attorneys for plaintiff.

Marvin Jacobson, Jacobson and Johnson, St. Paul, Minnesota, and John L. Beard, Michael, Best & Friedrich, Milwaukee, Wisconsin, attorneys for defendant.

Defendant Gary Gygax moves the court for relief, pursuant to Rule 60(b) of the Federal Rules of Civil Procedure, from a ruling of this court, filed May 21, 1979, denying defendant Gygax's motion to dismiss for lack of personal jurisdiction. In the alternative, defendant Gygax requests clarification of the court's order denying his motion to dismiss. The motion to dismiss is denied for the reasons clarified below.

This diversity action arises out of a dispute over the authorship and royalty rights to a game or game rules entitled "Dungeons and Dragons" and the rights to certain subsequently produced playing aids, game or game rules entitled "Advanced Dungeons and Dragons, Players Handbook" and "Dungeons and Dragons, Monster Manual," as well as various other publications pertaining to the above games.

FACTS

Plaintiff's complaint alleges that defendants have breached a royalty agreement entered into in April 1975 between plaintiff and defendant Gygax, as co-authors of

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Harry A. Sieben, Clerk
By Susan M. Johnson Deputy

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"Dungeons and Dragons," and TSR Hobbies, Inc., a Wisconsin corporation, of which Gygax is president and a major stockholder.[1/] Plaintiff alleges that since mid-1977 amounts less than those required by the royalty agreement have been paid to him. Plaintiff further claims that defendants Gygax and TSR Hobbies, Inc., individually and in concert, have tortiously interfered with the royalty agreement by developing and marketing, in Minnesota and elsewhere, games or game rules and playing aids "copied in substantial part and wholly derived" from "Dungeons and Dragons," and have defeated his right to the notoriety of authorship by falsely representing such games and playing aids to be solely authored by defendant Gygax.

The issue raised by defendant Gygax in his motion for relief is whether Gygax, individually, had sufficient minimum contacts with Minnesota, so as to enable this court to exercise personal jurisdiction over him, consistent with due process requirements. Gygax asserts that all his contacts with Minnesota were as agent for TSR Hobbies and therefore cannot be imputed to him for purposes of personal jurisdiction.

The record indicates that Gygax is and was at all times a resident of Wisconsin and has no place of business, no bank account, no phone listing, and owns no real or personal property in Minnesota. During 1973 and 1974 plaintiff and defendant Gygax in his individual capacity collaborated on the authorship of "Dungeons and Dragons." There was extensive correspondence between them by phone and mail during this time. The game was first marketed in January 1974. The written contract was executed in April 1975. Defendant Gygax signed in Wisconsin and he was named as co-author.

1/ TSR Hobbies, Inc. is the successor to Tactical Studies Rules, a partnership of which Gygax was a member. The partnership was the original party to the contract. It was dissolved in 1975. The corporation assumed all rights and liabilities of the partnership. Both are referred to as TSR herein.

His signature appears twice -- once as Editor for TSR Hobbies, Inc., and once without any agency designation, as co-author. The contract assigned TSR Hobbies, Inc., the right to publish, sell, and distribute "Dungeons and Dragons" in exchange for a royalty of 10% of the cover price of each set sold, payable to the authors, Gygax and plaintiff. Plaintiff's royalties were paid, pursuant to the contract, to him in Minnesota, from 1974 until mid-1977. Since then further amounts, allegedly insufficient, have been received by plaintiff in Minnesota.

In 1977 TSR Hobbies, Inc. began marketing "Advanced Dungeons and Dragons, Players Handbook" and in 1978 "Dungeons and Dragons, Monster Manual," under the sole authorship of Gary Gygax. These works were advertised and marketed in Minnesota. No royalties were paid to plaintiff for sales of these works. Defendant Gygax contends that these are independent creations developed and produced by expenditure of literally thousands of hours of his time and the time of the TSR Hobbies, Inc. staff.

Gygax has numerous contacts with Minnesota, but he claims they were all as agent of TSR Hobbies, Inc. One example is a trip Gygax took to Minnesota in late October or early November 1975 for the purpose of negotiating contracts with various Minnesota residents for games and art work. Defendant Gygax also contacted plaintiff on this occasion.

Plaintiff also submits correspondence from Gygax tending to show that Gygax sought to have plaintiff promote sales of TSR Hobbies, Inc. products in Minnesota, including "Dungeons and Dragons." In his March 5, 1974 letter Gygax states ". . . every flyer you pass out could mean more royalty dollars. Remember, every retail sale we make is $1.00 to you. Put a flyer in all letters, right?" It is unclear whether Gygax wrote this letter in his corporate capacity or his individual capacity as co-author, or both.

In a March 13, 1974 letter to plaintiff, Gygax states "Seeing as how you and I each make a buck on a retail sale by TSR we have to be dreaming up ways to promote same! Get to work!" In the same letter, Gygax cites examples of his own promotional activities, asks plaintiff if he knows of other possibilities for promotion, and then states: "Now if that gets going we can really do a job selling D & D with ads and stories (with plenty of graphic work to put it across with POW!)" In sum, Gygax took numerous steps, both in and out of Minnesota, to cause the games in question to be marketed in Minnesota.

DISCUSSION

The Minnesota long arm statute, Minn. Stat. § 543.19(1)(d)(2), permits the courts of Minnesota to exercise personal jurisdiction over a non-resident individual if the individual commits any act outside Minnesota causing injury or property damage in Minnesota, except when the burden placed on the defendant by being brought under the state's jurisdiction would violate fairness and substantial justice.

The language of the statute evinces the legislative intent to permit the exercise of personal jurisdiction over non-residents to the maximum extent consistent with constitutional due process.

When personal jurisdiction is challenged, plaintiff has the burden of showing that he has acquired personal jurisdiction over the defendant. A prima facie showing on a pretrial motion is sufficient, however. See McQuay, Inc. v. Samuel Schlosberg, Inc., 321 F. Supp. 902, 904 (D. Minn. 1971), and cases cited.

For the court to have jurisdiction over defendant Gygax, a non-resident individual, Gygax must have sufficient minimum contacts with Minnesota such that maintenance of the suit in Minnesota "does not offend 'traditional notions of fair play and substantial justice.'" International Shoe

Co. v. Washington, 326 U.S. 310, 316, (1945). It is also essential in each case that there be some act by which the defendant purposefully availed himself of the privilege of conducting activities within the forum state. Hanson v. Denckla, 357 U.S. 235, 253, (1958).

Further guidance is found in Toro Company v. Ballas Liquidating Co., 572 F.2d 1267, 1270 (8th Cir. 1978), where the court laid down the requirement that "the defendant's forum activities be related to the plaintiff's cause of action, and in Aaron Ferer & Sons Co. v. American Compressed Steel Co., 564 F.2d 1206, 1211 (8th Cir. 1977), the court stated:

> To assess compliance with due process, with respect to jurisdiction in a particular case, the mimimum contacts relied upon must be between the defendant and the forum state, not simply between the defendant and a resident of the forum state.

In a leading case, Aftanase v. Economy Baler Co., 343 F.2d 187, 197 (8th Cir. 1965), the Eighth Circuit adopted a five factor test to be used as guidelines in applying the International Shoe fair play and substantial justice requirement. The first three factors are of primary significance:

(1) the quantity of the contacts of defendant with the forum state;

(2) the nature and quality of the contacts;

(3) the relation of the cause of action to the contacts;

The last two are of secondary significance:

(4) the interest of the forum state in providing a forum for its residents;

(5) the convenience of the parties.

Before applying these criteria to the facts of this case, one crucial point must be made. In his memorandum, plaintiff emphasizes the dual capacity in which defendant Gygax operated in the course of his activities relating to

the present case. It is a point well taken. Defendant Gygax is co-author of the disputed game, entitled to royalties from its sales, and he is also the chief executive officer of the corporation to which he, along with plaintiff, assigned the right to produce, sell, and distribute the game. Because of his dual capacity as co-author and chief executive officer of the corporation, certain activities of the corporation are intermingled and coincide with activities of Gygax which furthered his individual authorship interests. As a result, several contacts with the forum state that were initiated by Gygax or under his direction can properly be viewed both as corporate contacts and as Gygax's individual contacts as co-author.

This intermingling is seen in the letters from Gygax to plaintiff quoted in the facts supra. It is also seen in the corporate decisions to devote substantial amounts of corporate staff time to development of the later, disputed works, and to devote corporate assets to advertising and marketing those disputed works in Minnesota and elsewhere. The court does not rely on the doctrine of "piercing the corporate veil," where the corporation is seen merely as the "alter ego" of the individual, with the result that the two personalities are merged. Rather, the allegations made by plaintiff are sufficient, at this pre-trial stage, to create an inference that Gygax was acting both in his corporate capacity and in his individual capacity as co-author when he caused the games and game rules to be marketed in Minnesota. Compare Independence Tube Corp. v. Copperweld Corp. 74 F.R.D. 462, 467 (N.D. Ill. 1977), Morgan v. Eaton's Dude Ranch, 307 Minn 280, 239 N.W.2d 761, 762 (1976).

Proceeding to the application of the Aftanase five factor test, the court finds the contacts of defendant Gygax with the forum state to be numerous and continuous. Games which bear his authorship have been actively advertised and marketed through his efforts in Minnesota from 1974 to the present. The defendant has recruited various representatives, including plaintiff, to promote sales of corporate products including the disputed works herein. He traveled to Minnesota in November 1975, and one purpose of that trip was apparently to contract for art work for the game "Dungeons and Dragons" which he co-authored with plaintiff. Defendant Gygax also contacted plaintiff during that trip to Minnesota.

The second factor, the quality and nature of the contacts, considers the contacts insofar as they indicate "whether defendant has purposefully invoked the benefits and protection of the forum state's law and has set off a chain of events that it should foresee could have effects in the forum state. For these reasons, there is a clear tendency in the cases to hold a non-resident corporate seller subject to the jurisdiction of the courts of a state where the seller has caused his goods to be sold in the forum state." Munsingwear, Inc. v. Damon Coats, Inc., 449 F. Supp. 532, 535 (D. Minn. 1978), and cases cited. Those cases involved corporate sellers but would appear to apply to individuals as well. In the instant case Gygax as co-author of "Dungeons and Dragons" and allegedly sole author of the later, disputed works, caused them to be developed by the corporation, and advertised and marketed in Minnesota. By causing games to be marketed and advertised in Minnesota, which he either claimed to have co-authored or solely authored, Gygax availed himself of the state laws to protect the contractual rights based on his authorship interests.

Plaintiff alleges that the royalties paid to him in Minnesota for sales of "Dungeons and Dragons" for the last half of 1978 amounted to $12,394.64. The protection of defendant's authorship interest in Minnesota courts was thus an important benefit. Therefore, the nature and quality of the contacts are substantial and significant.

The relationship between the contacts and the cause of action leans quite clearly toward exercising jurisdiction. The cause of action arises out of a dispute over rights under a royalty contract to various games or game rules. Defendant's contacts with the forum state involve promoting sales of those games, allegedly in derogation of that same contract.

As to the last two factors, which are of secondary significance, Minnesota's interest in providing a forum for plaintiff to protect his contractual rights from interference or breach is clear, since plaintiff is a citizen of Minnesota.

The convenience of the parties appears to be balanced. Because of its secondary significance and because the three primary factors lean in favor of jurisdiction, this factor cannot control.

Defendant's motion for relief under Rule 60(b) is DENIED.

Dated: July 25, 1979.

EDWARD J. DEVITT, Chief Judge
United States District Court

UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

FOURTH DIVISION

David L. Arneson,

Plaintiff,

vs.

Gary Gygax and TSR Hobbies, Inc., a corporation,

Defendants.

CIVIL ACTION NO. 4-79-109.

REPLY TO THE COUNTERCLAIMS OF DEFENDANT TSR HOBBIES, INC.

COMES NOW the Plaintiff, David L. Arneson, and for his Reply to the Counterclaims of Defendant TSR Hobbies, Inc., states and alleges:

I.

Denies each and every allegation, matter and thing contained in said Counterclaims and each and every part and portion thereof except as may be specifically admitted or qualified hereafter.

II.

Admits the allegations contained in Paragraphs 1, 2 and 3 of said Counterclaims if the term "citizen" as used in said paragraphs in reference to Defendant TSR Hobbies, Inc. is restricted to the meaning of that term provided by Title 28 U.S.C. Section 1332.

III.

Admits that Defendant Gygax helped to create and author a set of game rules entitled "Dungeons & Dragons", as alleged in Paragraph 4 of said Counterclaims, but affirmatively alleges that Plaintiff was a co-creator and co-author of said work with Defendant Gygax.

Filed JUL 18 1979 19
Harry A. Sieben, Clerk
By Cynthia Bergen
Deputy

D0153 T20A

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No. 3290½—Affidavit of Service by Mail. (Rev. 1957)

Miller-Davis Co., Minneapolis

State of Minnesota,

County of HENNEPIN } *ss.*

Mary Lahr *of the* City *of* Minneapolis
County of Hennepin *in the State of Minnesota, being duly sworn, says that on the* 18th *day of* July, *19* 79 *s he served the annexed* Reply to the Counterclaims of Defendant TSR Hobbies, Inc.
on Mr. John L. Beard
the attorney(s) for Gary Gygax and TSR Hobbies, Inc.
the Defendants *in this action, by mailing to* him *a copy thereof, inclosed in an envelope, postage prepaid, and by depositing same in the post office at* Minneapolis, *Minnesota directed to said attorney(s) at* 250 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 *the last known address of said attorney(s).*

Subscribed and sworn to before me, this 18th *day of* July, *19* 79

Terri L. Wheelock

TERRI L. WHEELOCK
Notary Public, Hennepin County, Minn.
My Commission Expires Sept. 27, 1983

Mary Lahr

Notary Public *County, Minnesota*

My Commission Expires

IV.

Admits the allegations contained in Paragraphs 5, 6 and 7 of said Counterclaims.

V.

As to the allegations contained in Paragraphs 8, 9 and 10 of said Counterclaims, alleges that Plaintiff has insufficient facts upon which to form a belief as to the allegations contained in said paragraphs; and therefore, deny the same and put Defendant TSR Hobbies, Inc. to its proof.

VI.

Admits that Plaintiff gathered a group of associates, both members and non-members of the Castle and Crusade Society, to play a game Plaintiff created and developed involving an imaginary "Dungeon" as alleged in Paragraph 11 of said Counterclaims, but affirmatively alleges that the name "Blackmoor" was first used to designate an imaginary "Dungeon", rather than any area on a map.

VII.

Admits that Plaintiff visited and introduced Defendant Gygax to the game Plaintiff had created and developed involving the imaginary "Blackmoor Dungeon" in early 1973 as alleged in Paragraph 13 of said Counterclaims, but affirmatively alleges that additional information regarding the game had been communicated to Defendant Gygax by Plaintiff even earlier by telephone and/or letter correspondence.

VIII.

Admits that the "Blackmoor Dungeon" game or "campaign" initially used the "fantasy combat table" contained in "Chainmail" to determine hits, but specifically denies that any other portion of "Chainmail" was used in developing said game as alleged in Paragraph 14 of said Counterclaims, and affirmatively alleges that even the "fantasy combat table" was substantially altered and changed by Plaintiff's introduction of the concept of "hit dice".

IX.

Admits that Dave Megarry introduced the game called "Dungeon" to Defendant Gygax during a trip to Lake Geneva, Wisconsin, as alleged in Paragraph 15 of said Counterclaims, but further alleges that Plaintiff has insufficient information upon which to form a belief as to whether or not said game was introduced to Defendant Gygax during the same trip referred to in Paragraph 13 of said Counterclaims.

X.

Admits that Plaintiff indicated that Plaintiff would send Defendant Gygax additional information including rules regarding the "Blackmoor Dungeon" game, but specifically denies that said game was in anyway an adaptation of "Chainmail" to role playing as alleged in Paragraph 16 of said Counterclaims, except as stated above in Paragraph VIII herein.

XI.

Admits that Plaintiff sent Defendant Gygax additional information, including rules regarding the "Blackmoor Dungeon" game as alleged in Paragraph 17 of said Counterclaims, but further alleges that Plaintiff has insufficient information upon which to form a belief as to how many pages of material were sent to Defendant Gygax or as to whether the material was handwritten or typed.

XII.

Specifically denies the allegations contained in Paragraphs 18, 19 and 20, and further affirmatively alleges that in numerous letters and telephone conversations with Defendant Gygax, Plaintiff communicated to Defendant Gygax the ideas and concepts that went into the development of the game rules and game which originated from Plaintiff's "Blackmoor Dungeon" game and was subsequently marketed as "Dungeons and Dragons".

XIII.

Admits that Defendant Gygax was a co-author with Plaintiff in the creation, structuring and writing of the set of game rules published as "Dungeons & Dragons", but specifically denies all other allegations and implications contained in Paragraph 21 of said Counterclaims.

XIV.

As to the allegations contained in Paragraph 22 of said Counterclaims, alleges that Plaintiff has insufficient information upon which to form a belief as to the number of pages contained in the final manuscript of "Dungeons & Dragons" or as to the total amount of the words in said manuscript that was written or typed by Defendant Gygax, but specifically denies the allegation and implication contained within the allegations of said paragraph that Defendant Gygax was the sole person involved in the creation, structuring, editing and/or writing of said game or game rules.

XV.

Admits that the final editing of the draft of "Dungeons & Dragons" was done in Lake Geneva and that Plaintiff did not see the final draft before it was printed, but affirmatively alleges that Plaintiff participated in the editing and revision of the final draft of said game rules as well as earlier drafts, by telephone and mail with Defendant Gygax.

XVI.

Admits that Plaintiff entered into an agreement with Tactical Studies Rules as alleged in Paragraphs 24 and 25 of said Counterclaims, the terms of which are set forth in said agreement, but affirmatively alleges to the best of his present knowledge that said agreement was entered into and was signed by Plaintiff in Minnesota, and specifically denies the allegations and/or implications contained in Paragraphs 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 29 and 31 of said Counterclaims that Plaintiff was not

a co-creator and co-author of the game rules and game "Dungeons & Dragons" or that Plaintiff was mistakenly designated a co-author in the agreements between the parties or in the published works themselves.

XVII.

Admits that Plaintiff entered into another agreement with Tactical Studies Rules (attached to Plaintiff's Complaint as Exhibit "A") as alleged in Paragraph 26, the terms of which are set forth in said agreement, but further affirmatively alleges that the execution of said agreement was done at the instigation and insistence of Defendant Gygax and that Plaintiff has insufficient information at the present time to form a belief as to the motives and reasons for execution of said agreement and again specifically denies the allegation that Plaintiff was mistakenly designated an author in said agreement.

XVIII.

Admits that Plaintiff assigned certain rights regarding the game rules or game entitled "Dungeons & Dragons" to Tactical Studies Rules as alleged in Paragraph 27 of said Counterclaims, but affirmatively alleges that said assignment was conditioned on the performance of certain obligations by Tactical Studies Rules, including the payment of royalties on each and every copy of the game rules or game sold by Tactical Studies Rules.

XIX.

As to the allegations contained in Paragraph 28 of said Counterclaims, alleges that Plaintiff has insufficient information to form a belief as to the allegations contained in said paragraph, but affirmatively alleges that the parties to this lawsuit have stipulated that Defendant TSR Hobbies, Inc. has acquired the rights and assumed the obligations of Tactical Studies Rules with respect to said agreement as a condition for the release of Tactical Studies Rules from the lawsuit.

XX.

Specifically denies the allegations contained in Paragraphs 29 and 31 of said Counterclaims.

XXI.

As to the allegations of Paragraph 30 of said Counterclaims, Plaintiff realleges and refers to his replies to Paragraphs 1-29, inclusive, of said Counterclaims set forth above.

AFFIRMATIVE DEFENSES

XXII.

Alleges that Defendant TSR Hobbies, Inc.'s Counterclaims are barred by the doctrines of waiver and estoppel.

XXIII.

Alleges that Defendant TSR Hobbies, Inc.'s Counterclaims are false and a sham, and that pursuant to M.S.A. Section 549.21, this Reply will serve as notice that Plaintiff will look not only to Defendant TSR Hobbies, Inc., but to said Defendant's attorneys, for the relief set forth in said statute for the bad faith indicated by said Defendant and its attorneys in bringing said Counterclaims against Plaintiff, to-wit: his costs, disbursements, and reasonable attorney and witness fees.

WHEREFORE, Plaintiff prays that Defendant TSR Hobbies take nothing by its pretended Counterclaims and that Plaintiff be awarded his costs, disbursements, reasonable attorneys' fees and such other relief as may be deemed just and equitable.

MOSS, FLAHERTY, CLARKSON & FLETCHER
A Professional Association

Dated: July 18, 1979

By J. Michael Hirsch
J. Michael Hirsch
Attorneys for Plaintiff
2350 IDS Center
Minneapolis, MN 55402
Telephone: (612) 339-8551

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

David L. Arneson,

Plaintiff,

vs.

Gary Gygax and TSR Hobbies, Inc., a corporation,

Defendants.

Civil Action No. 4-79-109

STIPULATION OF EXTENSION OF TIME

It is hereby stipulated between Plaintiff and Defendants that Defendants will have up to and until July 31, 1979, to answer Plaintiff's First Set of Interrogatories and Request for Production of Documents.

MOSS, FLAHERTY, CLARKSON & FLETCHER,
A Professional Association

Dated: July 10, 1979

By J. Michael Hirsch
J. Michael Hirsch
Attorneys for Plaintiff

JACOBSON AND JOHNSON

Dated: July 12, 1979

By
Marvin Jacobson
Attorneys for Defendants

Filed JUL 13 1979 19
Harry A. Sieben, Clerk
By Cynthia Bellgan Deputy

(26)

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

David L. Arneson,

Plaintiff,

vs.

Civil Action No. 4-79-109

Gary Gygax and TSR Hobbies, Inc.,
a corporation,

Defendants.

NOTICE OF TAKING DEPOSITION

TO: John L. Beard
Attorneys for Defendants Gary Gygax and TSR Hobbies, Inc.
Michael, Best & Friedrich
250 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Notice is given herewith that pursuant to Federal Rule of Civil Procedure 30(b), the depositions of Defendant Gary Gygax and Brian Blume, an officer of Defendant TSR Hobbies, Inc., will be taken on oral examination at 9:30 a.m. on Monday, August 27, 1979, at the offices of Michael, Best & Friedrich, 250 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, before an officer authorized by law to take depositions. The oral examinations will continue until completed.

By this notice Gary Gygax and Brian Blume are hereby requested to appear for the above-identified deposition at the place and time indicated.

MOSS, FLAHERTY, CLARKSON & FLETCHER
A Professional Association

Dated: July 10, 1979

By J. Michael Hirsch
J. Michael Hirsch
Attorneys for Plaintiff
2350 IDS Center
Minneapolis, MN 55402
Telephone: (612) 339-8551

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Harry A. Sieben, Clerk
By Cynthia Lawson
Deputy

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No. 3290½—Affidavit of Service by Mail. (Rev. 1957)

Miller-Davis Co., Minneapolis

State of Minnesota,

County of HENNEPIN } *ss.*

Mary Lahr *of the* City *of* Minneapolis,
County of Hennepin *in the State of Minnesota, being duly sworn, says that on the*
10th *day of* July, *19* 79 *, she served the annexed* Notice of
Taking Deposition
on John L. Beard
the attorney(s) for Gary Gygax and TSR Hobbies, Inc.
the Defendants *in this action, by mailing to* him *a copy thereof, inclosed*
in an envelope, postage prepaid, and by depositing same in the post office at Minneapolis,
Minnesota directed to said attorney(s) at 250 East Wisconsin Avenue, Milwaukee, WI 53202
the last known address of said attorney(s).

Subscribed and sworn to before me, this 10th
day of July, *19* 79

JAMES M. HIRSCH
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 3, 1984

James M. Hirsch

Mary Lahr

Notary Public *County, Minnesota*
My Commission Expires

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs. Civil Action No. 4-79-109

GARY GYGAX and TSR HOBBIES, INC., a corporation, DEFENDANTS' ANSWER TO COMPLAINT AND COUNTERCLAIMS

Defendants.

Defendant, Gary Gygax, by his attorneys, hereby appears specially to answer Plaintiff's Complaint, but does not waive his defense of lack of personal jurisdiction over the person. A motion (dated May 25, 1979) for reconsideration or clarification of the Court's order denying Defendant, Gygax's, motion to dismiss for lack of personal jurisdiction is pending before the Court.

Defendants, TSR Hobbies, Inc. and Gary Gygax, by their attorneys (without waiving Defendant, Gygax's, objection to personal jurisdiction) hereby respectfully answer the Complaint and Admit and Deny the allegations of the numbered paragraphs of the Complaint, and allege to the Court as follows:

JURISDICTION

(1.1) Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

(1.2) Admit.

(1.3) Defendants admit that Gygax was a partner in the partnership, Tactical Studies Rules (herein after referred to as "Partnership"), which Partnership was dissolved

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Harry A. Sieben, Clerk
By Cynthia Bergan
Deputy

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effective November 16, 1975. Defendants deny that the Partnership incorporated itself as Defendant, TSR Hobbies, Inc. TSR Hobbies, Inc. was incorporated as a Wisconsin corporation, July 14, 1975, approximately four months prior to the dissolution of the Partnership.

(1.4) Defendants admit that TSR Hobbies, Inc. has assumed all contractual rights and obligations, if any, which the Partnership, Tactical Studies Rules, has or had in relation to Plaintiff, Arneson, including the rights and obligations, if any, under the agreement (herein after referred to as "Agreement"), attached as Exhibit A to Plaintiff's Complaint.

(1.5) Deny, except that Defendant, TSR Hobbies, Inc., admits that it has a manufacturer's rep. residing in Minnesota and that the Partnership and Gygax were parties to the Agreement with Arneson.

(1.6) Deny.

FIRST CAUSE OF ACTION

(1.7) Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

(1.8) Deny.

(1.9) Deny, with the qualification that the work entitled "DUNGEONS & DRAGONS" was copyrighted as a "book" and that Gygax and Arneson are listed as authors in the Certificate of Registration of a claim to copyright.

(1.10) Deny, except that Defendants admit that the parties indicated entered into the Agreement and that the terms of the Agreement were as set forth in Exhibit A, attached to Plaintiff's Complaint.

(1.11) Admit, with the qualification that Defendants have continued to pay royalties to Plaintiff in accordance with Exhibit A to date.

(1.12) Deny, except that Defendant, TSR Hobbies, Inc., admits publishing a boxed game entitled DUNGEONS & DRAGONS, BASIC SET, a three volume set demoninated Original DUNGEONS & DRAGONS, Collectors Edition, and volumes entitled ADVANCED DUNGEONS & DRAGONS, PLAYERS HANDBOOK, and ADVANCED DUNGEONS & DRAGONS, MONSTER MANUAL.

(1.13) Deny.

SECOND CAUSE OF ACTION

(2.1) Defendants hereby adopt by reference and incorporate herein paragraphs 1.7 through 1.13, inclusive, of this Answer.

(2.2) Deny.

(2.3) Deny.

(2.4) Deny.

THIRD CAUSE OF ACTION

(3.1) Defendants hereby adopt by reference and incorporate herein paragraphs 1.7 through 1.13, and 2.1 through 2.4, inclusive, of this Answer.

(3.2) Deny, with the exception that Defendant's admit that the work entitled DUNGEONS & DRAGONS is a commercially successful work. Defendants are uncertain as to Plaintiff's meaning in the use of the phase "various republications and adaptations thereof" and "artistically successful work".

(3.3) Deny.

(3.4) Deny.

FOURTH CAUSE OF ACTION

(4.1) Defendants hereby adopt by reference and incorporate herein paragraphs 1.7 through 1.13, and 2.1 through 2.4, and 3.1 through 3.4, inclusive, of this Answer.

(4.2) Deny.

(4.3) Deny.

Defendants deny that Plaintiff is entitled to any of the requested relief.

AFFIRMATIVE DEFENSES

AND AS AND FOR affirmative defenses to the Complaint, Defendants allege and state to the Court as follows:

FIRST AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim against Defendants upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's First Cause of Action fails to state a claim against Defendant, Gygax, upon which relief can be granted, because any obligation Gygax had to make royalty payments to Plaintiff under the Agreement has been discharged.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim against Defendants upon which relief can be granted because Plaintiff, Arneson, had no agreement to write, and in fact, did not write, and is not an author of, the works entitled ADVANCED DUNGEONS & DRAGONS, PLAYERS HANDBOOK, or ADVANCED DUNGEONS & DRAGONS, MONSTER MANUAL, or any other works which Plaintiff refers to.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's Third and Fourth Causes of Action fail to state a claim against Defendants upon which relief can be granted because the Agreement does not include a provision requiring that Plaintiff be credited as a author of the game

rules DUNGEONS & DRAGONS or as an author of any other works Plaintiff refers to.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim against Defendants upon which relief can be granted since the Agreement, as to Arneson, is invalid or unenforceable because of Arneson's failure of consideration. Arneson's contribution to DUNGEONS & DRAGONS was, at most, a few ideas which did not constitute copyrightable subject matter, and which were in the public domain, and thus, Arneson was not and is not a co-author of DUNGEONS & DRAGONS.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim against Defendants upon which relief can be granted because, even if the Court finds the Agreement valid and enforceable, Defendant, TSR Hobbies, Inc., has paid royalties to Plaintiff for all sales of the work DUNGEONS & DRAGONS in accordance with the Agreement. Plaintiff, Arneson, is not entitled to royalty payments for sales of any work other than the work DUNGEONS & DRAGONS, because Arneson has sold all his rights, if any, in the work DUNGEONS & DRAGONS.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim against Defendants upon which relief can be granted because, even if the Court finds the Agreement valid and enforceable, Defendant, TSR Hobbies, Inc., has paid royalties to Plaintiff for all sales of the game rules or game DUNGEONS & DRAGONS in accordance with the Agreement. Plaintiff, Arneson, is not entitled to a 5% royalty on the separately developed and copyrighted, and separately marketed ($5.00)

playing aids which are included in "DUNGEONS & DRAGONS Basic Set", which playing aids were not even in existence at the time of the Agreement in dispute.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim against Defendants upon which relief can be granted, because, even if the Court finds the Agreement valid and enforceable, under the Agreement, Plaintiff assigned the copyright or all his rights in the work entitled DUNGEONS & DRAGONS in return for royalty payments. Defendant, TSR Hobbies, Inc., has paid royalties to Plaintiff for all sales of the game rules DUNGEONS & DRAGONS in accordance with the Agreement, and the Agreement does not provide that Plaintiff, Arneson, is entitled to payment of royalties for sales of any of the other works, such as the works entitled ADVANCED DUNGEONS & DRAGONS, PLAYERS HANDBOOK or ADVANCED DUNGEONS & DRAGONS, MONSTER MANUAL, referred to by Plaintiff.

NINTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim against Defendants upon which relief can be granted, because, even if the Court finds the Agreement valid and enforceable, Defendant, TSR Hobbies, Inc., has paid royalties to Plaintiff for all sales of the game rules DUNGEONS & DRAGONS in accordance with the Agreement, and it would be inequitable for Plaintiff, Arneson, to receive further royalty payments for sales of works referred to by Plaintiff other than DUNGEONS & DRAGONS, because these other works, such as ADVANCED DUNGEONS AND DRAGONS, PLAYERS HANDBOOK, or ADVANCED DUNGEONS & DRAGONS, MONSTER MANUAL were developed at a great expenditure of time and expense solely by Defendants,

and Arneson's contribution to the original work DUNGEONS & DRAGONS, if any, was de minimis.

WHEREFORE, Defendants pray the Judgment and Decree of the Court as follows:

(1) Dismissing the Complaint herein with prejudice;

(2) For an Order of this Court holding that the Agreement is terminated or unenforceable as to Plaintiff, Arneson, based upon Arneson's failure of consideration, since Arneson was not a co-author of the game rules DUNGEONS & DRAGONS and any ideas contributed by Arneson were not copyrightable subject matter, and/or were in the public domain.

(3) If this Court finds that the Agreement is enforceable, for an Order by this Court holding, in law or in equity, that only the printed game rules "DUNGEONS & DRAGONS" included in "DUNGEONS & DRAGONS BASIC SET", and the 3-volume set of game rules, "Original DUNGEONS & DRAGONS, Collectors Edition", are subject to royalty payments under the Agreement, and that there are no unpaid royalty payments due Arneson under the Agreement.

(4) For such other and further relief as the Court shall deem just and equitable in the premises.

DEFENDANT'S COUNTERCLAIMS

AND AS AND FOR its counterclaims against Plaintiff, Defendant TSR Hobbies, Inc. alleges and states to the Court as follows:

JURISDICTION

1. Defendant, TSR Hobbies, Inc., is a Wisconsin corporation, having its principal place of business in Lake

Geneva, Wisconsin, and is not a citizen of the state of Minnesota.

2. Upon information and belief, at all times herein material, Plaintiff, Arneson, has been and now is a resident and citizen of the state of Minnesota.

3. This Court has original jurisdiction over Defendant's counterclaims contained herein under the provisions of Title 28 U.S.C. §1332 because the matter in controversy is between citizens of different states and exceeds the sum or value of $10,000, exclusive of interest and costs.

FIRST COUNTERCLAIM

4. During 1973 and 1974, Defendant, Gygax, authored a set of game rules entitled "DUNGEONS & DRAGONS".

5. In early 1969, prior to authoring the game rules DUNGEONS & DRAGONS, Defendant, Gygax, founded a group entitled Castle & Crusade Society, a special interest group in a parent club, the now defunct International Federation of Wargaming.

6. The main thrust of the C&C Society was the study of all aspects of the midieval period, especially arms, armor, heraldry, and miniature recreation of historic battles or mode of warfare.

7. Plaintiff, Arneson, was one of the first dozen or so persons to join the Castle & Crusade Society, and Defendant, Gygax, and Plaintiff, Arneson, corresponded occasionally regarding history and game topics.

8. Some months prior to the founding of the Castle & Crusade Society, Defendant, Gygax, received a two page manuscript from Jeff Perren, then residing in Rockford, Illinois, which outlined rules which he had designed for

Midieval-Renaissance warfare. Defendant, Gygax, expanded on the content of the rules.

9. Such rules were published as "The LGTSA (Lake Geneva Tactical Studies Association, of which Jeff Parren was a honorary member) Midieval Miniatures Rules" in 1969.

10. These Rules were included in a magazine entitled, DOMESDAY BOOK, which also included a special map of a mythological continent upon which each "noble" or member of the Castle and Crusade Society had his "fief" or territory.

11. Dave Arneson opted to name his territory "Blackmoor" and in the course of the activities of the C&C Society, which included plans for postal play among Society members, gathered a group of associates, both members and nonmembers, to pursue local play in his area of what was called "The Great Kingdom", i.e., the Barony of Blackmoor.

12. About 1970, Defendant, Gygax, made arrangements with Donald Lowry, head of the now defunct Guidon Games firm, to become the "Miniatures Rules Editor" as well as a game designer, and in that capacity Gygax prepared a manuscript for the medieval rules, including additional special rules for man-to-man combat with specialized different weapons and armor, a separate section for jousting, and a fantasy supplement to round out the work. This compilation was copyrighted and published by Guidon Games in 1971 under the title, CHAINMAIL.

13. In the later part of 1972 or early 1973, Dave Arneson visited Defendant, Gygax, at his home in Lake Geneva, and Gygax, Arneson and Dave Megarry, along with others, played in an imaginary "dungeon" (simulated with paper and pencil) where play took place, which dugeon was similar to that used with Arneson's Blackmoor campaign.

14. The Blackmoor campaign, in which Arneson had been involved with others in the Twin City area during prior months, used the CHAINMAIL rules.

15. During the same course of play, a game called DUNGEON!, introduced to the players by Dave Megarry, was also tried.

16. After play was completed, Arneson indicated he would send Defendant, Gygax, a copy of his rules adapting CHAINMAIL to role playing.

17. The material which was sent by Arneson to Defendant, Gygax, a few weeks later, merely consisted of a few pages of hand written material.

18. Such material was not cohesive or cogent or even understandable.

19. Nothing more in writing was forthcoming from Arneson to Gygax.

20. Plaintiff, Arneson, never transmitted to Gygax anything which was printed, verbatim in the game rules, DUNGEONS & DRAGONS.

21. Realizing that the material sent by Arneson was not printable or understandable, Gygax, during the late winter of 1973, created, structured, and wrote the set of game rules which was published as "DUNGEONS & DRAGONS".

22. The final manuscript of DUNGEONS & DRAGONS was approximately 250 type written pages, and virtually each and every word of the published set of game rules DUNGEONS & DRAGONS, was written by Defendant, Gygax.

23. All the editing on the final draft of DUNGEONS & DRAGONS was done in Lake Geneva, and Arneson did not see the final draft before it went to press.

24. On January 4, 1974, Defendant, Gygax, on behalf of the Partnership, Tactical Studies Rules, entered

into a first agreement wherein he and Arneson (Arneson being mistakenly designated a co-author) agreed to assign to the Partnership:

> "the Copyright, the right to publish, sell, and distribute, the set of game rules to be entitled "DUNGEONS & DRAGONS" as booklets, and any other similar rights, in consideration of payment to the co-authors by the publisher of a royalty of 20% of the selling price of the set or single booklet or any attendant part of the set other than art work (whether the sale is retail, wholesale, or by job lot) on each and every item sold; . . ."

25. This January 4, 1974 agreement was entered into and signed by the parties in Wisconsin.

26. Due to the difficulty in keeping track of the gross selling price of the set of game rules "Dungeons & Dragons", the Defendant, Gygax, on behalf of the Partnership, and Plaintiff, Arneson (mistakenly designated an author), entered into another Agreement (Exhibit A, attached to Plaintiff's Complaint) wherein the authors agreed to assign to the Partnership ". . .the copyright, the right to publish, and distribute the set of game rules or game entitled DUNGEONS & DRAGONS . . ." in return for the Partnership agreeing to pay the authors a ". . .royalty of 10% of the cover price of the game rules or game on each and every copy sold".

27. Arneson assigned all his rights, if any, in the copyright to the game rules entitled DUNGEONS & DRAGONS, to Tactical Studies Rules.

28. The Partnership, Tactical Studies Rules, was dissolved effective November 16, 1975, and incident to a liquidation sale, Defendant, TSR Hobbies, Inc., purchased all the assets of the partnership and acquired the rights and assumed the obligations of the Partnership with respect to the Agreement (Exhibit A of Complaint).

29. In view of the foregoing, Arneson's contribution to DUNGEONS & DRAGONS was, at most, a few ideas which were not copyrightable subject matter, and/or which were in the public domain, so that Arneson, as a matter of fact and law, was not and is not a co-author of a set of game rules DUNGEONS & DRAGONS. Thus, the Agreement, as to Plaintiff, Arneson, is invalid or unenforceable for failure of consideration on Arneson's part.

SECOND COUNTERCLAIM

30. Defendant realleges all of the allegations set forth above in paragraphs 1-28, inclusive, of its First Counterclaim.

31. Because of a mutual mistake, the Partnership, Tactical Studies Rules, and Plaintiff, Arneson, entered into agreements wherein Arneson was treated as an author and agreed to assign the copyright of the game rules DUNGEONS & DRAGONS to the Partnership, when, as a matter of fact and law, Arneson was not an author and had no copyright interest in the work DUNGEONS & DRAGONS to assign. Thus, the Agreement (Exhibit A), as to Arneson, is invalid or unenforceable as being based upon a mutual mistake of the parties.

WHEREFORE, Defendant TSR Hobbies, Inc. prays the Judgment and Decree of the Court as follows:

1. For an Order recinding the obligations of TSR Hobbies, Inc. under the Agreement, as to Plaintiff, Arneson, based upon Arneson's failure of consideration and/or the parties mutual mistake, finding that Arneson was not a co-author of the game rules DUNGEONS & DRAGONS, and that any ideas contributed by Arneson were not copyrightable subject matter and/or were in the public domain.

2. For an Order requiring Plaintiff, Arneson, to account for and to return to Defendant, TSR Hobbies, Inc., all royalty payments made under the Agreement.

3. If the Court determines that the Agreement should not be recinded to require Arneson to repay royalty payments, for an Order holding that future obligations of Defendant, TSR Hobbies, Inc., under the Agreement, as to Arneson, are terminated or unenforceable, based upon Arneson's failure of consideration and/or the parties mutual mistake, holding that Arneson was not a co-author of the game rules DUNGEONS & DRAGONS, and that any ideas contributed by Arneson were not copyrightable subject matter and/or were in the public domain.

4. For such other and further relief as the Court shall deem just and equitable in the premises.

Marvin Jacobson
JACOBSON AND JOHNSON
Suite 204, Minn. State Bank Bldg.
200 South Robert Street
St. Paul, MN 55107
(612) 222-3775

MICHAEL, BEST & FRIEDRICH
250 East Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-6560

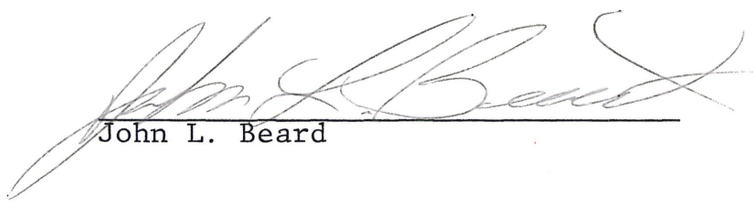
Attorneys for Defendants

Dated: June 25, 1979

By _____
John L. Beard
Paul R. Puerner
Michael, Best & Friedrich

CERTIFICATE OF SERVICE

This is to certify that on June 25, 1979, a copy of the foregoing DEFENDANTS' ANSWER TO COMPLAINT AND COUNTERCLAIMS was mailed, first class postage prepaid, to J. Michael Hirsch, Moss, Flaherty, Clarkson & Fletcher, 2350 IDS Center, Minneapolis, Minnesota 55402.



John L. Beard

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

Civil Action No. 4-79-109

GARY GYGAX and TSR HOBBIES, INC., a corporation,

Defendants.

NOTICE OF TAKING DEPOSITION

TO: John L. Beard
Attorneys for Defendants Gary Gygax and TSR Hobbies, Inc.
Michael, Best & Friedrich
250 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Notice is given herewith that pursuant to Federal Rule of Civil Procedure 30(b), the depositions of Defendant Gary Gygax and Brian Blume, an officer of Defendant TSR Hobbies, Inc. will be taken on oral examination at 9:30 a.m. on Thursday, July 26, 1979, at the offices of Michael, Best & Friedrich, 250 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, before an officer authorized by law to take depositions. The oral examinations will continue until completed.

By this notice Gary Gygax and Brian Blume are hereby requested to appear for the above-identified deposition at the place and time indicated.

REQUEST TO PRODUCE DOCUMENTS AND THINGS

Pursuant to Rule 34, Defendants Gygax and TSR Hobbies, Inc. are hereby requested to produce, and permit Plaintiff to inspect or copy, all documents and tangible things which are in the possession, custody or control of Defendants, and which relate in any way to:

(1) The making of the Agreement identified as Exhibit A attached to Plaintiff's Complaint; or

(2) The origin or creation of the game rules or game entitled DUNGEONS & DRAGONS, or the origin, creation, or publication of any publication and/or item created, published, distributed and/or sold by Defendant TSR Hobbies, Inc. or its predecessor, Tactical Studies & Rules that bears the name DUNGEONS & DRAGON or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS; or

Filed JUN 20 1979
Harry A. Sieben, Clerk
By [illegible] Deputy

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No. 3290½—Affidavit of Service by Mail. (Rev. 1957) Miller-Davis Co., Minneapolis

State of Minnesota,

County of HENNEPIN } *ss.*

Mary Lahr *of the* City *of* Minneapolis
County of Hennepin *in the State of Minnesota, being duly sworn, says that on the* 19th *day of* June, *19* 79, *she served the annexed* Notice of Taking Deposition and Request to Produce Documents and Things *on* John L. Beard *the attorney(s) for* Gary Gygax and TSR Hobbies, Inc. *the* Defendants *in this action, by mailing to* him *a copy thereof, inclosed in an envelope, postage prepaid, and by depositing same in the post office at* Minneapolis, *Minnesota directed to said attorney(s) at* 250 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 *the last known address of said attorney(s).*

Subscribed and sworn to before me, this 19th *day of* June, *19* 79

Terri L Wheelock

Notary Public ..... *County, Minnesota*

My Commission Expires .....

Mary Lahr
Mary Lahr

TERRI L. WHEELOCK
Notary Public, Hennepin County, Minn.
My Commission Expires Sept. 27, 1983

(3) The issues involved in this litigation or which support or negate the allegations contained in Plaintiff's First, Second, Third and Fourth Causes of Action in the Complaint.

If not otherwise produced in response to the above, Plaintiff also specifically requests:

(1) Copies of any and all correspondence between Defendants Gygax and/or TSR Hobbies, Inc. and Plaintiff;

(2) Copies of the financial statements of Defendant TSR Hobbies, Inc.;

(3) Copies of any and all documents evidencing the actual costs involved in the creation, publication, distribution and/or sale of any publication and/or item that bears the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS;

(4) Copies of the corporate minutes of Defendant TSR Hobbies, Inc.

MOSS, FLAHERTY, CLARKSON & FLETCHER
A Professional Association

Dated: June 19, 1979

By J. Michael Hirsch
J. Michael Hirsch
Maher J. Weinstein
Attorneys for Plaintiff
2350 IDS Center
Minneapolis, MN 55402
Telephone: (612) 339-8551

CERTIFICATE OF SERVICE

This is to certify that on June 19, 1979, a copy of the foregoing NOTICE OF TAKING DEPOSITION and REQUEST TO PRODUCE DOCUMENTS AND THINGS was mailed, first class postage prepaid, to John L. Beard of the firm of Michael, Best & Friedrich, 250 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

J. Michael Hirsch

J. Michael Hirsch

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs. Civil Action No. 4-79-109

GARY GYGAX and TSR HOBBIES, INC., a corporation,

Defendants.

NOTICE OF TAKING DEPOSITION

To: J. Michael Hirsch
Attorneys for Plaintiff
Moss, Flaherty, Clarkson & Fletcher
2350 IDS Center
Minneapolis, MN 55402

Notice is given herewith that pursuant to Federal Rule of Civil Procedure 30(b), the deposition of Plaintiff, David L. Arneson, will be taken on oral examination at 10:00 a.m. on Wednesday, July 18, 1979, at the offices of Jacobson and Johnson, Suite 204, Minnesota State Bank Building, 200 South Robert Street, St. Paul, Minnesota 55107, before an officer authorized by law to take depositions. The oral examination will continue until completed.

By this notice David L. Arneson is hereby requested to appear for the above-identified deposition at the place and time indicated.

John L. Beard
Paul R. Puerner
Michael, Best & Friedrich
250 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 271-6560
Attorneys for Plaintiff

OF COUNSEL:

Marvin Jacobson
Jacobson and Johnson
Suite 204, Minn. State Bank Bldg.
200 South Robert Street
St. Paul, MN 55107
(612) 222-3775

Filed JUN 13 1979 19
Harry A. Sieben, Clerk
By Mary Kaye Conery
Deputy

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CERTIFICATE OF SERVICE

This is to certify that on June 11, 1979, a copy of the foregoing NOTICE OF TAKING DEPOSITION was mailed, first class postage prepaid, to J. Michael Hirsch of the firm of Moss, Flaherty, Clarkson & Fletcher, 2350 IDS Center, Minneapolis, Minnesota 55402.

John L. Beard

UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

Civil Action No. 4-79-109

GARY GYGAX and TSR HOBBIES, INC., a corporation,

PLAINTIFF'S FIRST SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS

Defendants.

TO: Defendant TSR HOBBIES, INC. and its attorneys:

YOU WILL PLEASE TAKE NOTICE, that the Plaintiff demands Answers to the within continuing Interrogatories under oath, pursuant to the provisions of Rule 33 of the Federal Rules of Civil Procedure and production of the within requested documents:

NOTE A: When used herein, the term "Defendant TSR HOBBIES, INC." is intended to and shall embrace and include, in addition to said Defendant above named and any of its subsidiaries, counsel for said Defendant, and all agents, servants, employees, representatives, private investigators and others who are in possession of or may have obtained information for or on behalf of said Defendant.

NOTE B: The word "document" as used herein shall include without limitation the original and any non-identical copy of any written, recorded or graphic matter, however produced or reproduced, including, but not limited to, any correspondence, memoranda, notes of meetings, telegrams, reports, transcripts of telephone conversations or any other writing of documentary material of any nature whatsoever, together with any attachments thereto and enclosures therewith, and any other photographic and retrievable matter (whether taped or coded, electrostatically, electromagnetically or otherwise) in possession, custody or control of the above-named Defendant and/or its attorney.

NOTE C: The term "identify" as used herein in connection with a document or documents means:

D124aT11B-JMH

Filed JUN 11 1979 19
Harry A. Sieben, Clerk
By Cynthia Bergan
Deputy

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No. 3290½—Affidavit of Service by Mail. (Rev. 1957) Miller-Davis Co., Minneapolis

State of Minnesota, } ss.

County of HENNEPIN

Mary Lahr of the City of Minneapolis

County of Hennepin in the State of Minnesota, being duly sworn, says that on the 6th day of June, 19 79 she served the annexed First Set of Interrogatories and Request for Production of Documents

on John L. Beard

the attorney(s) for TSR Hobbies, Inc.

the Defendant in this action, by mailing to him a copy thereof, inclosed in an envelope, postage prepaid, and by depositing same in the post office at Minneapolis, Minnesota directed to said attorney(s) at 250 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 the last known address of said attorney(s).

Mary Lahr

Subscribed and sworn to before me, this 6th day of June 19 79

JAMES M. HIRSCH
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 4, 1984

James M. Hirsch

Notary Public County, Minnesota

My Commission Expires

(1) Furnish the name and date of the document, the name and address of the person originating the document, the name and address of the person, if any, to whom the document was addressed, the name and address of the person(s), if any, executing the document, the names and addresses of all persons to whom copies of the document were or have been sent, and the connection between TSR Hobbies, Inc. and all such persons at the date of the document, and

(2) State whether you are in possession of the original of the document or a copy thereof, and if not in possession of the original or a copy, furnish the name and address of the custodian of the original or a copy.

NOTE D: The term "identify" as used herein in connection with a person or persons means: State the names, titles, and present addresses, or if unknown, the last known addresses and employers of such person or persons.

NOTE E: These interrogatories and requests shall be deemed continuing, and supplemental answers and documents shall be required if the Defendant directly or indirectly obtains further information of the nature sought herein between the time answers and responses are served and the time of trial.

1. Identify each publication and/or item created, published, distributed and/or sold by Defendant TSR Hobbies, Inc. since its incorporation that bears the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS.

2. Identify each additional publication and/or item presently being prepared for publication, distribution or sale by Defendant TSR Hobbies, Inc. that will bear the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS.

3. With respect to each publication or item identified in response to Interrogatories 1 and 2 above, please state:

a. Identify the author(s) and/or creator(s) of said publication or item;

b. State whether the plan and arrangement of the game rules or game DUNGEONS & DRAGONS was consulted in planning and arranging said publication or item, and if so, describe in detail the manner in which DUNGEONS & DRAGONS influenced the plan and arrangement of said publication or item;

c. State whether the theme or basic plot of said publication or item was based on the game rules or game DUNGEONS & DRAGONS, and if so, describe in detail the manner in which DUNGEONS & DRAGONS influenced the theme or basic plot of said publication or item;

d. State whether the author(s) and/or creator(s) of said publication or item consulted the game rules or game DUNGEONS & DRAGONS when formulating said publication or item and reducing it to final expression, and if so, describe in detail the manner in which DUNGEONS & DRAGONS influenced the formulation and final expression of said publication or item.

e. State whether any portion of the game rules or game DUNGEONS & DRAGONS was copied or reproduced in the preparation of said publication or item, and if so, state:

(1) The portion of DUNGEONS & DRAGONS that was copied or reproduced;

(2) The manner in which the portion of DUNGEONS & DRAGONS was copied or reproduced;

(3) The page or other location of the copied or reproduced portion of DUNGEONS & DRAGONS in said publication or item.

f. Describe in detail all essential differences between said publication or item and the game rules or game DUNGEONS & DRAGONS.

g. Describe in detail all facts on which you base your contention that said publication or item is the result of independent creation and is not copied or derived from the game rules and game DUNGEONS & DRAGONS.

h. Describe in detail all facts on which you base your contention that Plaintiff is not entitled to royalties based on the full cover price of said publication or item.

i. Identify each person who is entitled to receive or actually receives or has received royalties, or other remuneration based on the authorship or creation of said publication or item, and identify any documents relating to said entitlement or receipt.

j. State the actual (or anticipated price if the item or publication has not yet been sold) cover price of said publication or item and the date of any changes in the actual cover price at any time since the initial publication, distribution and/or sale of the publication or item.

k. State how many copies of said publication or item have been sold for money or other consideration during each quarter ending March 31, June 30, September 30 and December 31 of each year, since its initial creation, publication, distribution and/or sale, of if there has been no sales to date, the anticipated date of initial sales.

4. It is requested that you produce and deliver to counsel for Plaintiff a copy of each publication and/or item identified in Interrogatory 1 and each document identified in Interrogatory 3 i. above at the time you answer these Interrogatories.

5. Describe in detail any agreement(s) which Defendant TSR Hobbies, Inc. has with any other person or entity for the creation, publication, distribution and/or sale of any publication and/or item that bears the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS and identify any documents setting forth said agreements.

6. It is requested that you produce and deliver to counsel for Plaintiff a copy of each document identified in Interrogatory 5 above at the time you answer these Interrogatories.

7. Identify all directors, executive officers, agents and/or employees of Defendant TSR Hobbies, Inc. who are related to Defendant Gygax by blood, marriage, or adoption, not more remote than first cousin.

8. Describe in detail all positions and offices with Defendant TSR Hobbies, Inc. held by Defendant Gygax and each separate individual identified in response to Interrogatory 7, including but not limited to the following facts:

a. His or her term of office as a director and/or executive officer and any periods in which he or she has served as such;

b. Any arrangements or understandings between Defendant Gygax or the persons identified and any other person

or persons (naming such person(s)) pursuant to which he or she was or is selected as a director and/or executive officer;

c. The nature of any family relationship between Defendant Gygax and any other director, executive officer, agent or employee of Defendant TSR Hobbies, Inc;

d. An account of his or her business experience during the past seven years, including his or her principal occupations and employment during that period and the name and principal business of any corporation or other organization in which such occupations and employments were carried on;

e. For each class of equity securities of Defendant TSR Hobbies, Inc., state, as of the most recent practicable date, the amount and nature of beneficial ownership of Defendant Gygax and each person identified and the percent of the class so owned;

9. Describe in detail the amount and nature of all remuneration paid to Defendant Gygax and each separate person identified in response to Interrogatory 7, by Defendant TSR Hobbies, Inc. each year since its incorporation, including but not limited to the following facts:

a. The amount and nature of all cash remuneration distributed or accrued in the form of salaries, fees, director's fees, commissions and bonuses;

b. The amount and nature of any spread between the acquisition price, if any, and the fair market price of all securities or property acquired under any contract, agreement, plan or arrangement, including

securities issued on exercise of options, for benefit of Defendant Gygax or any of the persons identified;

c. The amount and nature of any premiums paid by Defendant TSR Hobbies, Inc. on life insurance policies insuring Defendant Gygax or any of the persons indentified unless the sole beneficiary under the policy is Defendant TSR Hobbies, Inc.

d. The amount and nature of any premium for health and hospitalization insurance or costs for any medical reimbursement plans paid by Defendant TSR Hobbies, Inc. for the benefit of Defendant Gygax or any of the persons identified unless the health, hospitalization or medical reimbursement plans do not discriminate in favor of officers or directors of TSR Hobbies and are available generally to all salaried employees;

e. The value and nature of personal benefits which are not directly related to job performance, other than those provided to broad categories of employees and which do not discriminate in favor of officers and directors, furnished by Defendant TSR Hobbies directly or through third parties to Defendant Gygax or any of the persons identified;

f. The amount expressed for financial reporting purposes by Defendant TSR Hobbies, Inc. which represents the contribution, payment, or accrual for the account of Defendant Gygax or any of the persons identified under any existing pension or retirement plans, annuity contracts, deferred compensation plans or any similar arrangements and the nature of each such arrangement;

g. The amount expressed for financial reporting purposes by Defendant TSR Hobbies, Inc. as remuneration to Defendant Gygax or any of the persons identified with respect to stock options, stock appreciation rights plans, phantom stock plans and any other incentive or compensation plan or arrangement pursuant to which the measure of benefits is based on objective standards or on the value of securities of TSR Hobbies, Inc., granted, awarded or entered into at any time in connection with services to TSR Hobbies, Inc. and the nature of any such plan or arrangement;

h. The amount of any contribution, payment or accrual for the account of Defendant Gygax or any of the identified persons which has been expensed by Defendant TSR Hobbies, Inc. for financial reporting purposes under any stock purchase, profit sharing, thrift, or similar plans and the nature of each such plan;

i. The nature and amount involved in any transaction between Defendant TSR Hobbies, Inc. and a third party when the primary purpose of the transaction is to furnish remuneration to Defendant Gygax or any of the persons identified;

j. The title and aggregate amount of securities purchased from Defendant TSR Hobbies, Inc. pursuant to all options to purchase securities of Defendant TSR Hobbies, Inc. including the aggregate purchase price and the aggregate market value of the securities purchased on the date of purchase.

k. The amount and nature of any indebtedness and the nature of the transaction in which it was incurred in

which the Defendant or any of the persons identified is or was indebted to Defendant TSR Hobbies, Inc.

l. The nature of any transactions to which Defendant TSR Hobbies, Inc. was or is a party, in which Defendant Gygax or any of the persons identified had or is to have a direct or indirect material interest, including the nature of his or her interest in the transaction and, where practicable, the amount of such interest;

m. Identify each document setting forth the terms conditions, or nature of any of the above described items of remuneration to be paid to Defendant or any other person identified and it is requested that you produce and deliver to counsel for Plaintiff a copy of each document identified at the time you answer these Interrogatories.

10 State the names, present addresses and place of employment of any persons having knowledge or information of the issues involved in this litigation who are known to Defendant TSR HOBBIES, INC., Defendant's counsel, associates, investigators, employees or agents, whether obtained in the course of investigation, preparation for trial or otherwise.

11. Is Defendant TSR HOBBIES, INC. aware of any documents which in any way concern, pertain or relate to the issues involved in this litigation? If so, identify each such document, and at the time you answer these Interrogatories, provide counsel for the Plaintiff with a copy of each such document in your possession, custody or control.

12. State the following with respect to any expert witness Defendant TSR HOBBIES, INC. may call at trial:

a. name and address;

b. dates of any written report(s) rendered by him;

c. the subject matter on which he is expected to testify;

d. the substance of all facts to which he is expected to testify;

e. the substance of all opinions to which he is expected to testify; and

f. a summary of the grounds for each opinion to which he is expected to testify.

13. State the name and address of all experts who have been retained, specially employed or consulted with, formally or informally, and who are not expected to be called as a witness at trial.

MOSS, FLAHERTY, CLARKSON & FLETCHER
a Professional Association

Dated: June 6, 1979

By J. Michael Hirsch
J. Michael Hirsch
Attorneys for Plaintiff
2350 IDS Center
Minneapolis, MN 55402
Telephone: 339-8551

UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

Civil Action No. 4-79-109

GARY GYGAX and TSR HOBBIES, INC., a corporation,

PLAINTIFF'S FIRST SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS

Defendants.

TO: Defendant GARY GYGAX and his attorneys:

YOU WILL PLEASE TAKE NOTICE, that the Plaintiff demands Answers to the within continuing Interrogatories under oath, pursuant to the provisions of Rule 33 of the Federal Rules of Civil Procedure and production of the within requested documents:

NOTE A: When used herein, the term "Defendant Gygax" is intended to and shall embrace and include, in addition to said Defendant above named, counsel for Defendant, and all agents, servants, employees, representatives, private investigators and others who are in possession of or may have obtained information for or on behalf of said Defendant.

NOTE B: The word "document" as used herein shall include without limitation the original and any non-identical copy of any written, recorded or graphic matter, however produced or reproduced, including, but not limited to, any correspondence, memoranda, notes of meetings, telegrams, reports, transcripts of telephone conversations or any other writing of documentary material of any nature whatsoever, together with any attachments thereto and enclosures therewith, and any other photographic and retrievable matter (whether taped or coded, electrostatically, electromagnetically or otherwise) in possession, custody or control of the above-named Defendant and/or its attorney.

NOTE C: The term "identify" as used herein in connection with a document or documents means:

(1) Furnish the name and date of the document, the name and address of the person originating the document, the name and address of the person, if any, to whom

D124aT20A-JMH

Filed JUN 11 1979 19

Harry A. Sieben, Clerk

By Cynthia Bergen Deputy

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No. 3290½—Affidavit of Service by Mail. (Rev. 1957)

Miller-Davis Co., Minneapolis

State of Minnesota,

County of HENNEPIN } ss.

Mary Lahr

County of Hennepin of the City of Minneapolis in the State of Minnesota, being duly sworn, says that on the 6th day of June, 1979, she served the annexed First Set of Interrogatories and Request for Production of Documents on John L. Beard the attorney(s) for Gary Gygax the Defendant in this action, by mailing to him a copy thereof, inclosed in an envelope, postage prepaid, and by depositing same in the post office at Minneapolis, Minnesota directed to said attorney(s) at 250 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 the last known address of said attorney(s).

Subscribed and sworn to before me, this 7th day of June, 1979

JAMES M. HIRSCH
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 6, 1984

James M. Hirsch

Notary Public County, Minnesota

My Commission Expires

Mary Lahr

the document was addressed, the name and address of the person(s), if any, executing the document, the names and addresses of all persons to whom copies of the document were or have been sent, and the connection between TSR Hobbies, Inc. and all such persons at the date of the document, and

(2) State whether you are in possession of the original of the document or a copy thereof, and if not in possession of the original or a copy, furnish the name and address of the custodian of the original or a copy.

NOTE D: The term "identify" as used herein in connection with a person or persons means: State the names, titles, and present addresses, or if unknown, the last known addresses and employers of such person or persons.

NOTE E: These interrogatories and requests shall be deemed continuing, and supplemental answers and documents shall be required if the Defendant directly or indirectly obtains further information of the nature sought herein between the time answers and responses are served and the time of trial.

1. Identify each publication and/or item created, published, distributed and/or sold by Defendant TSR Hobbies, Inc. since its incorporation that bears the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS.

2. Identify each additional publication and/or item presently being prepared for publication, distribution or sale by Defendant TSR Hobbies, Inc. that will bear the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS.

3. With respect to each publication or item identified in response to Interrogatories 1 and 2 above, please state:

a. Identify the author(s) and/or creator(s) of said publication or item;

b. State whether the plan and arrangement of the game rules or game DUNGEONS & DRAGONS was consulted in planning and arranging said publication or item, and

if so, describe in detail the manner in which DUNGEONS & DRAGONS influenced the plan and arrangement of said publication or item;

c. State whether the theme or basic plot of said publication or item was based on the game rules or game DUNGEONS & DRAGONS, and if so, describe in detail the manner in which DUNGEONS & DRAGONS influenced the theme or basic plot of said publication or item;

d. State whether the author(s) and/or creator(s) of said publication or item consulted the game rules or game DUNGEONS & DRAGONS when formulating said publication or item and reducing it to final expression, and if so, describe in detail the manner in which DUNGEONS & DRAGONS influenced the formulation and final expression of said publication or item.

e. State whether any portion of the game rules or game DUNGEONS & DRAGONS was copied or reproduced in the preparation of said publication or item, and if so, state:

(1) the portion of DUNGEONS & DRAGONS that was copied or reproduced;

(2) the manner in which the portion of DUNGEONS & DRAGONS was copied or reproduced;

(3) the page or other location of the copied or reproduced portion of DUNGEONS AND DRAGONS in said publication or item.

f. Describe in detail all essential differences between said publication or item and the game rules or game DUNGEONS & DRAGONS.

g. Describe in detail all facts on which you base your contention that said publication or item is the result of independent creation and is not copied or derived from the game rules and game DUNGEONS & DRAGONS.

h. Describe in detail all facts on which you base your contention that Plaintiff is not entitled to royalties based on the full cover price of said publication or item.

i. Identify each person who is entitled to receive or actually receives or has received royalties, or other remuneration based on the authorship or creation of said publication or item, and identify any documents relating to said entitlement or receipt.

j. State the actual (or anticipated price if the item or publication has not yet been sold) cover price of said publication or item and the date of any changes in the actual cover price at any time since the initial publication, distribution and/or sale of the publication or item.

k. State how many copies of said publication or item have been sold for money or other consideration during each quarter ending March 31, June 30, September 30 and December 31 of each year, since its initial creation, publication, distribution and/or sale, of if there has been no sales to date, the anticipated date of initial sales.

4. Describe in detail any agreement(s) which Defendant TSR Hobbies, Inc. has with any other person or entity for

any publication and/or item that bears the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS and identify any documents setting forth said agreements.

5. Identify all directors, executive officers, agents and/or employees of Defendant TSR Hobbies, Inc. who are related to Defendant Gygax by blood, marriage, or adoption, not more remote than first cousin.

6. Describe in detail all positions and offices with Defendant TSR Hobbies, Inc. held by Defendant Gygax and each separate individual identified in response to Interrogatory 5, including but not limited to the following facts:

a. His or her term of office as a director and/or executive officer and any periods in which he or she has served as such;

b. Any arrangements or understandings between Defendant Gygax or the persons identified and any other person or persons (naming such person(s)) pursuant to which he or she was or is selected as a director and/or executive officer;

c. The nature of any family relationship between Defendant Gygax and any other director, executive officer, agent or employee of Defendant TSR Hobbies, Inc;

d. An account of his or her business experience during the past seven years, including his or her principal occupations and employment during that period and the

name and principal business of any corporation or other organization in which such occupations and employments were carried on;

e. For each class of equity securities of Defendant TSR Hobbies, Inc., state, as of the most recent practicable date, the amount and nature of beneficial ownership of Defendant Gygax and each person identified and the percent of the class so owned;

7. Describe in detail the amount and nature of all remuneration paid to Defendant Gygax and each separate person identified in response to Interrogatory 5, by Defendant TSR Hobbies, Inc. each year since its incorporation, including but not limited to the following facts:

a. The amount and nature of all cash remuneration distributed or accrued in the form of salaries, fees, director's fees, commissions and bonuses;

b. The amount and nature of any spread between the acquisition price, if any, and the fair market price of all securities or property acquired under any contract, agreement, plan or arrangement, including securities issued on exercise of options, for benefit of Defendant Gygax or any of the persons identified;

c. The amount and nature of any premiums paid by Defendant TSR Hobbies, Inc. on life insurance policies insuring Defendant Gygax or any of the persons indentified unless the sole beneficiary under the policy is Defendant TSR Hobbies, Inc.

d. The amount and nature of any premium for health and hospitalization insurance or costs for any medical reimbursement plans paid by Defendant TSR Hobbies,

Inc. for the benefit of Defendant Gygax or any of the persons identified unless the health, hospitalization or medical reimbursement plans do not discriminate in favor of officers or directors of TSR Hobbies and are available generally to all salaried employees;

e. The value and nature of personal benefits which are not directly related to job performance, other than those provided to broad categories of employees and which do not discriminate in favor of officers and directors, furnished by Defendant TSR Hobbies directly or through third parties to Defendant Gygax or any of the persons identified;

f. The amount expressed for financial reporting purposes by Defendant TSR Hobbies, Inc. which represents the contribution, payment, or accrual for the account of Defendant Gygax or any of the persons identified under any existing pension or retirement plans, annuity contracts, deferred compensation plans or any similar arrangements and the nature of each such arrangement;

g. The amount expressed for financial reporting purposes by Defendant TSR Hobbies, Inc. as remuneration to Defendant Gygax or any of the persons identified with respect to stock options, stock appreciation rights plans, phantom stock plans and any other incentive or compensation plan or arrangement pursuant to which the measure of benefits is based on objective standards or on the value of securities of TSR Hobbies, Inc., granted, awarded or entered into at any time in connection with services to TSR Hobbies, Inc. and the nature of any such plan or arrangement;

h. The amount of any contribution, payment or accrual for the account of Defendant Gygax or any of the identified persons which has been expensed by Defendant TSR Hobbies, Inc. for financial reporting purposes under any stock purchase, profit sharing, thrift, or similar plans and the nature of each such plan;

i. The nature and amount involved in any transaction between Defendant TSR Hobbies, Inc. and a third party when the primary purpose of the transaction is to furnish remuneration to Defendant Gygax or any of the persons identified;

j. The title and aggregate amount of securities purchased from Defendant TSR Hobbies, Inc. pursuant to all options to purchase securities of Defendant TSR Hobbies, Inc. including the aggregate purchase price and the aggregate market value of the securities purchased on the date of purchase.

k. The amount and nature of any indebtedness and the nature of the transaction in which it was incurred in which the Defendant or any of the persons identified is or was indebted to Defendant TSR Hobbies, Inc.

l. The nature of any transactions to which Defendant TSR Hobbies, Inc. was or is a party, in which Defendant Gygax or any of the persons identified had or is to have a direct or indirect material interest, including the nature of his or her interest in the transaction and, where practicable, the amount of such interest;

m. Identify each document setting forth the terms conditions, or nature of any of the above described

items of remuneration to be paid to Defendant or any other person identified.

8. State the names, present addresses and place of employment of any persons having knowledge or information of the issues involved in this litigation who are known to Defendant Gygax, Defendant's counsel, associates, investigators, employees or agents, whether obtained in the course of investigation, preparation for trial or otherwise.

9. Is Defendant Gygax aware of any documents which in any way concern, pertain or relate to the issues involved in this litigation? If so, identify each such document, and at the time you answer these Interrogatories, provide counsel for the Plaintiff with a copy of each such document in your possession, custody or control.

10. State the following with respect to any expert witness Defendant Gygax may call at trial:

a. Name and address;

b. Dates of any written report(s) rendered by him;

c. The subject matter on which he is expected to testify;

d. The substance of all facts to which he is expected to testify;

e. The substance of all opinions to which he is expected to testify; and

f. A summary of the grounds for each opinion to which he is expected to testify.

11. State the name and address of all experts who have been retained, specially employed or consulted with,

formally or informally, and who are not expected to be called as a witness at trial.

MOSS, FLAHERTY, CLARKSON & FLETCHER
a Professional Association

Dated: June 6, 1979

By J. Michael Hirsch
J. Michael Hirsch
Attorneys for Plaintiff
2350 IDS Center
Minneapolis, MN 55402
Telephone: 339-8551

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs. Civil Action No. 4-79-109

GARY GYGAX and TSR HOBBIES, INC., a corporation, STIPULATION

Defendants.

It is hereby stipulated between Plaintiff and Defendants that the stipulation of the parties relating to the Court's Order dismissing the Defendant Partnership, Tactical Study Rules, should be qualified as follows:

The parties hereby stipulate that Defendant, TSR Hobbies, Inc., a corporation, has assumed all the contractual rights and obligations, which Defendant, Tactical Study Rules, a Partnership, has or had in relation to Plaintiff, Arneson, including the rights and obligations under the Agreement (attached as Exhibit A to Plaintiff's Complaint), and that the above entitled action can be and has been dismissed as against the Partnership, Tactical Study Rules.

MOSS, FLAHERTY & CLARKSON

Date 6/6/79 By J. Michael Hirsch
J. Michael Hirsch
Attorneys for Plaintiff

MICHAEL, BEST & FRIEDRICH

Date 5/24/79 By John L. Beard
John L. Beard
Attorneys for Defendants

Filed JUN 11 1979 19
Harry A. Sieben, Clerk
By Cynthia Benson
Deputy

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JACOBSON AND JOHNSON

Date 6-8-79

By _____
Marvin Jacobson
Attorneys for Defendants

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs. Civil Action No. 4-79-109

GARY GYGAX and TSR HOBBIES, INC., a corporation,

Defendants.

MOTION TO PERMIT APPEARANCE OF ATTORNEY PAUL R. PUERNER

The undersigned, an active Minnesota resident member in good standing of the Bar of this Court, requests that Paul R. Puerner, a member of the Bar of the State of Wisconsin and admitted to practice before and in good standing in the United States District Court of Wisconsin, be permitted to appear and participate as an attorney in all matters relating to the above identified case in association with the undersigned.

Marvin Jacobson
JACOBSON AND JOHNSON
Suite 204
200 South Robert Street
St. Paul, Minnesota 55107

Telephone: (612) 222-3775

Filed JUN 8 1979 19
Harry A. Sieben, Clerk
By Susan M Johnson
Deputy

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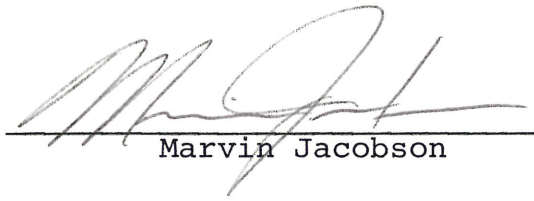
CERTIFICATE OF SERVICE

This is to certify that a copy of MOTION TO PERMIT APPEARANCE OF ATTORNEY PAUL R. PUERNER was mailed, first class postage prepaid, to J. Michael Hirsch of the firm of Moss, Flaherty, Clarkson & Fletcher, 2350 IDS Center, Minneapolis, Minnesota 55402 on June 6, 1979.



Marvin Jacobson

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs. Civil Action No. 4-79-109

GARY GYGAX, and TSR HOBBIES, INC., a corporation, STIPULATION OF EXTENSION OF TIME

Defendants.

It is hereby stipulated between Plaintiff and Defendants that Defendants will have up to and until June 24, 1979 to Answer or otherwise plead in response to Plaintiff's Complaint.

MOSS, FLAHERTY & CLARKSON

Date 5/24/79 By J. Michael Hirsch
J. Michael Hirsch
Attorneys for Plaintiff

MICHAEL, BEST & FRIEDRICH

Date 5/16/79 By John L. Beard
John L. Beard
Attorneys for Defendants

JACOBSON AND JOHNSON

Date 5-31-79 By
Marvin Jacobson
Attorneys for Defendants

Filed JUN 1 1979 19
Harry A. Sieben, Clerk
By Cynthia Bawden
Deputy

17

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

GARY GYGAX and TSR HOBBIES, INC., a corporation,

Defendants.

Civil Action No. 4-79-109

MOTION FOR RECONSIDERATION OR CLARIFICATION OF THE COURT'S ORDER DENYING DEFENDANT GYGAX'S MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION

NOTICE OF WAIVER OF ORAL HEARING ON DEFENDANT'S MOTION

MOTION

NOW COMES the above-named Defendant, Gary Gygax, appearing specially by his attorneys, Jacobson and Johnson and Michael, Best & Friedrich, and hereby moves the Court, pursuant to Rule 60 (b) of the Federal Rules of Civil Procedure, for reconsideration or clarification of the May 14, 1979 oral decision of the Court denying Defendant, Gygax's, Motion to Dismiss for Lack of Personal Jurisdiction. This Motion is brought for the following reasons:

1. Defendant's counsel believe that the issue of personal jurisdiction over the individual Defendant, Gygax, was inadvertently presented to the Court at the oral Hearing without sufficient clarity or detail to insure full and proper consideration of the issue.

2. It is believed that the exercise of personal jurisdiction over Defendant, Gygax, is not consistent with the due process clause of the 14th Amendment, and Defendant respectfully requests that the Court reconsider its decision and grant Defendant, Gygax's Motion to Dismiss for Lack of Personal Jurisdiction.

Filed MAY 31 1979 19
Harry A. Sieben, Clerk
Carol L. Dubrosky
Deputy

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3. It is unclear to Defendant's counsel on what basis the Court found that it could exercise personal jurisdiction over the individual Defendant, Gygax. If the Court reaffirms its decision, Defendant respectfully requests a ruling clarifying the Court's basis for exercise of personal jurisdiction over the Defendant, Gygax.

4. See the additional reasons set forth in the accompanying Memorandum in Support of Defendant's Motion for Reconsideration or Clarification.

WAIVER OF ORAL HEARING

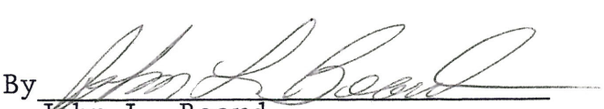
In view of the accompanying Memorandum, Defendant believes that the issue of personal jurisdiction over Defendant, Gygax, is now adequately presented for the Court's reconsideration, and accordingly, Defendant waives his right to request an oral hearing.

Marvin Jacobson
JACOBSON and JOHNSON
Suite 204, Minn. State Bank Bldg.
200 South Robert Street
St. Paul, MN 55107
(612) 222-3775

MICHAEL, BEST & FRIEDRICH
250 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 271-6560

Attorneys for Defendants

Dated May 25, 1979

By 
John L. Beard
Michael, Best & Friedrich

CERTIFICATE OF SERVICE

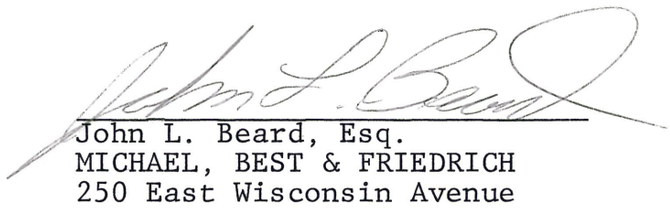
I certify that on the 25th day of May, 1979, I served the following:

MOTION FOR RECONSIDERATION OR CLARIFICATION OF THE COURT'S ORDER DENYING DEFENDANT GYGAX'S MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION - NOTICE OF WAIVER OF ORAL HEARING ON DEFENDANT'S MOTION

DEFENDANT'S MEMORANDUM IN SUPPORT OF MOTION FOR RECONSIDERATION OR CLARIFICATION OF THE COURT'S ORDER DENYING DEFENDANT GYGAX'S MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION

on Plaintiff's counsel of record by causing one copy to be deposited with the United States Postal Service, First Class, postage provided, addressed to:

J. Michael Hirsch, Esq.
MOSS, FLAHERTY & CLARKSON
2350 IDS Center
Minneapolis, MN 55402



John L. Beard, Esq.
MICHAEL, BEST & FRIEDRICH
250 East Wisconsin Avenue
Milwaukee, WI 53202
Attorneys for Defendants

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

David L. Arneson	)	No. 4-79 Civil 109
Plaintiff	)	Clerk's Notice under Rule 77(d) F.R. Civil Procedure or Rule 49(c) F.R. Criminal Procedure
-vs-	)	
Gary Gygax, et al	)	
Defendant	)	

You are hereby notified that in the above-entitled cause, on the 21st day of May, 19 79, we filed an Order (Judge Devitt) that the above entitled action may be and hereby is dismissed as against Defendant Tactical Study Rules, a partnership. And that except as above provided, Defendants Gygax, Tactical Study Rules, and TSR Hobbies, Inc. motions to dismiss each of the said Defendants, or in the alternative, to transfer this action to the Eastern District of Wisconsin may be and the same hereby are denied. (Dated May 17, 1979)

HARRY A. SIEBEN, Clerk

By: Susan M Johnson
Deputy Clerk

MOSS, FLAHERTY & CLARKSON
J. Michael Hirsch & Maher J. Weinstein

JACOBSON AND JOHNSON
Marvin Jacobson and Carl L. Johnson

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

-vs-

GARY GYGAX, TACTICAL STUDY RULES, a partnership consisting of Gary Gygax and Brian Blume, and TSR HOBBIES, INC., a corporation,

Defendants.

Civil Action No. 4-79-109

O R D E R

- -

The above entitled action came on before the Honorable Edward J. Devitt, Chief Judge of the above-named Court, upon the Motion of Defendants Gygax, Tactical Study Rules, a partnership, and TSR Hobbies, Inc., a corporation, to dismiss each of the said Defendants for lack of personal jurisdiction, or, in the alternative, to transfer this action to the Eastern District of Wisconsin pursuant to 28 USC Sec. 1404 (a). Defendants appeared in favor of the said Motion, by and through their attorneys Marvin Jacobson, Esquire and John L. Beard, Esquire; the Plaintiff appeared through his attorneys, Moss, Flaherty, Clarkson & Fletcher, a Professional Association, by J. Michael Hirsch, Esquire, and Maher J. Weinstein, Esquire.

At the outset of the hearing, the parties stipulated that Defendant TSR Hobbies, Inc., a corporation, had assumed all of the contractual rights and obligations of Defendant Tactical Study Rules, a partnership and that the above entitled action can be dismissed as against Tactical Study Rules, a partnership.

Upon the Affidavits, Memoranda, Stipulation and arguments of counsel, and upon all of the files, records and proceedings heretofore had herein, the Court makes the following:

Filed MAY 21 1979 19
Harry A. Sieben, Clerk
By Susan M Johnson
Deputy

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O R D E R

1. That the above entitled action may be and hereby is dismissed as against Defendant Tactical Study Rules, a partnership.

2. That except as above provided, Defendants' Motions may be and the same hereby are denied.

DATED: This 17 day of May, 1979.

BY THE COURT:

Edward J. Devitt, Chief Judge

UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

FOURTH DIVISION

David L. Arneson,

Plaintiff,

vs.

Gary Gygax, Tactical Study Rules, a partnership consisting of Gary Gygax and Brian Blume, and TSR Hobbies, Inc., a corporation,

Defendants.

AFFIDAVIT OF DAVID L. ARNESON IN OPPOSITION TO THE MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF JURISDICTION

Civil Action No. 4-79-109

STATE OF MINNESOTA)
)ss
COUNTY OF HENNEPIN)

David L. Arneson, being first duly sworn, on oath, deposes and states as follows:

1. I am the Plaintiff in the above-entitled action and a professional writer engaged in writing and creating original games and game rules.

2. I have lived nearly all of my life in Minnesota and consider Minnesota to be my residence and domicile now and at all times relevant to this lawsuit.

3. During 1973 and 1974, Affiant collaborated and co-authored a game and set of game rules entitled "Dungeons and Dragons" with Defendant Gary Gygax, a resident of Wisconsin.

4. All work performed by Affiant in the creation of said game and game rules was performed in the State of Minnesota with the exception of one or two weekend trips to Lake Geneva, Wisconsin to meet with Defendant Gygax. All work performed by Defendant Gygax in the creation of the game was performed by Defendant Gygax in the State of Wisconsin, and there was extensive correspondence by phone and mail between the two states in the creation of the joint work.

5. On April 14, 1975, Affiant executed a written agreement with Defendant Tactical Studies Rules, a partnership which included Defendant Gygax, which

Filed MAY 15 1979 10
Harry A. Sieben, Clerk
By Carol L. Dubosky
Deputy

D104aT15B-JMH

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integrated in writing an oral agreement between Defendant Gygax and Affiant as co-authors and the partnership which allowed Defendant Tactical Studies Rules to publish, sell and distribute the set of game rules and game entitled "Dungeons and Dragons" in any form Defendant Tactical Studies Rules deemed suitable for commercial sales, beginning in 1974. A copy of this agreement is attached to Affiant's Complaint in the above-entitled matter.

6. Said agreement was executed by Affiant in the State of Minnesota, and it was contemplated by the parties to the agreement that all royalties paid to Affiant pursuant to the agreement would be paid in the State of Minnesota.

7. As stated in the Affidavit of Brian J. Blume, the royalty payments sent to Affiant in the State of Minnesota for sales of the game and set of game rules entitled "Dungeons and Dragons" totaled $5759.14 during the third quarter of 1978 and $6635.50 for the fourth quarter of 1978.

8. Ever since its formation, Defendant Tactical Studies Rules and its successor corporation, Defendant TSR Hobbies, Inc., has advertised and sought to solicit sales of its products in the State of Minnesota.

9. For example, Defendant Gygax encouraged Affiant to pass out flyers to Minnesota residents in an effort to promote sales and to solicit subscriptions for TSR publications. See the letters of Defendant Gygax dated March 5, 1974, and March 14, 1975, attached hereto and incorporated by reference as Exhibit "A" and "B".

10. Defendant Gygax also requested that Affiant provide him with a list of local Minnesota hobby shops in order that advertisements could be sent to these shops to solicit outlets and sales. See the letter of Defendant Gygax dated March 13, 1974 which is attached hereto and incorporated herein by reference as Exhibit "C".

11. Affiant is aware of the following stores in the Minneapolis-St. Paul area which currently sells TSR products at retail: Little Tin Soldier Shop, 818 West Lake Street, Minneapolis, Minnesota; Kid's Toys and Hobbies, Ridgedale Center, Minnetonka, Minnesota; Gager's Handicrafts, Rosedale Center, Roseville, Minnesota.

12. Defendants also have advertised in fantasy, gaming and hobby magazines to generate sales from the beginning and during its fiscal years 1977 and 1978, Defendant TSR Hobbies, Inc. spent $48,629.90 (8.61% of sales) and $71,111.03 (7.32% of sales) in advertising to generate sales.

13. Affiant was able to purchase in the Minneapolis-St. Paul area the following fantasy, gaming and hobby magazines which have recently carried ads for TSR Hobbies, Inc. (copies of the cover pages and ads are attached hereto and incorporated herein as Exhibits "D" through "I"):

1. Little Wars, August, 1978;
2. The Dragon, December, 1978;
3. Fire and Movement, September-October, 1978;
4. Campaign, May-June, 1979;
5. Asimov's S.F. Adventure Magazine, Fall, 1978;
6. Isaac Asimov's, May, 1979;

14. Defendant TSR Hobbies has also employed representatives in the State of Minnesota to solicit sales and additional contracts with Minnesota game authors.

15. In addition to Rick Meinece of St. Louis Park, Minnesota, who is currently employed by Defendant TSR Hobbies, Inc. to solicit sales in Minnesota, South Dakota and North Dakota, Defendant TSR Hobbies has also at various times employed the following Minnesota residents as its representative in the State of Minnesota:

a. David L. Arneson (See the letter of Defendant Gygax dated October 4, 1975, which is attached hereto and incorporated herein by reference as Exhibit "J";

b. Dennis O'Leary (See undated letter of Defendant Gygax which is attached hereto and incorporated herein by reference as Exhibit "K";

c. Peter Gaylord (See the business card which is attached hereto and incorporated by reference as Exhibit "L").

16. Officers and employees of Defendant TSR Hobbies, Inc. have also attended game conventions and trade shows in the State of Minnesota for the purpose of soliciting business.

17. In 1975, Defendant TSR Hobbies, Inc. was represented by Affiant in his capacity as sales representative at a Mini-Con Convention held in Rochester, Minnesota with TSR flyers distributed and some sales of TSR products. (See letter of Affiant to Defendant Gygax dated November 10, 1975, which is attached hereto and incorporated herein by reference as Exhibit "M").

18. In 1976, Affiant, an employee of Defendant TSR Hobbies, Inc. at that time, and David L. Megarry, Treasurer of TSR Hobbies, Inc., represented Defendant TSR Hobbies, Inc. at Mini-Con, a Minnesota Science Fiction Convention, held at the Holiday Inn in Minneapolis, Minnesota with a trade booth displaying and offering for sale games published by Defendant TSR Hobbies, Inc.

19. In both 1977 and 1978, Defendant TSR Hobbies, Inc. was represented at the Minnesota Campaign, a Convention of Minnesota Wargamers, held in Rochester, Minnesota, by Brian Blume, Chairman of the Board of Defendant TSR Hobbies, Inc., and Mike Carr, Vice President of said Defendant. TSR products were displayed and sold at all the above referenced trade shows and conventions.

20. Defendants admit in their affidavits and memorandum that their extensive solicitation of business in the State of Minnesota has borne fruit: TSR products (including the publications in question in this lawsuit) are now sold regularly by a number of retail stores in Minnesota; TSR periodicals (Little Wars and The Dragon are sent regularly to at least 50 to 100 Minnesota residents, and total sales in Minnesota by TSR Hobbies, Inc. are admitted to be nearly $12,000.00 (with earlier additional sales being made in Minnesota by the corporation's predecessor, Defendant Tactical Studies Rules).

21. In addition to the above-described sales activities in the State of Minnesota, Defendants have had other business contacts with the State of Minnesota.

22. In addition to the game and set of game rules entitled "Dungeons and Dragons", Defendant Tactical Studies Rules also had contracts with Affiant, a Minnesota resident, to publish, sell and distribute the games, "Don't Give Up The Ship" and "Blackmoor" created and written by Affiant in the State of Minnesota. Royalties for "Don't Give Up The Ship" were paid to Affiant in the State of Minnesota. Copies of said contracts are attached hereto and incorporated herein as Exhibits "N" and "O".

23. The copyright ownership of the games and sets of game rules entitled "Don't Give Up The Ship", and "Blackmoor", was purchased by Defendant TSR Hobbies, Inc. from Affiant by the issuance of stock in said Defendant to Affiant, a Minnesota resident.

24. Defendant Gygax actively solicited Affiant's investment of money and labor to help Defendant TSR Hobbies, Inc. and its predecessor partnership and offered employment and a partnership interest and later stock and stock options to Affiant, a Minnesota resident, offers which were all accepted by Affiant.

25. Defendant TSR Hobbies, Inc., a close corporation with stock transfer restrictions, allowed the sale of stock in said corporation by Affiant to David A. Wesley, another Minnesota resident.

26. Affiant also entered into an oral agreement with Defendant Gygax to sell minature model ships created and produced by Affiant in Minnesota to Defendant Tactical Studies Rules. See the postcard of Defendant Gygax dated May 27, 1975, which is attached hereto and incorporated herein by reference as Exhibit "P".

27. Affiant was authorized as a representative of the Defendant TSR Hobbies, Inc. to solicit and negotiate game contracts with other Minnesota authors (See Exhibit "J" attached hereto) and in this capacity, Affiant helped solicit and negotiate game contracts for Defendant TSR Hobbies, Inc. with three other Minnesota residents: David Wesley, Phil Barker, and John Snider.

28. David A. Wesley wrote a set of game rules called "Valley Forge" which is still being published, sold and distributed by Defendant TSR Hobbies, Inc. and royalty payments are still being made by Defendant TSR Hobbies, Inc. to Wesley in the State of Minnesota.

29. Professor M.A.R. (Phil) Barker wrote two games or sets of game rules entitled "War of Wizards" and "Empire of the Petal Throne" which are still being published, sold and distributed by Defendant TSR Hobbies, Inc., and royalty payments are still being made by Defendant TSR Hobbies, Inc. to Barker in the State of Minnesota.

30. John Snider wrote two games or sets of game rules entitled "Star Probe" and "Star Empires" which are still being published, sold and distributed by Defendant TSR Hobbies, Inc., and royalty payments were initially made to Snider in the State of Minnesota. Captain Snider is a career officer in the United States Army, who is now stationed in Pennsylvania. Until the middle of 1978, Captain Snider maintained his residence and domicile in the State of Minnesota and was a resident of this State at all times relevant to this action prior to the middle of 1978.

31. Based on Affiant's best knowledge, all of the contracts signed by Defendant TSR Hobbies, Inc. with Wesley, Barker and Snider were executed by Wesley, Barker and Snider in the State of Minnesota, and it was contemplated by the parties to said agreements that royalty payments pursuant to said agreements would be made in the State of Minnesota.

32. Based on Affiant's best knowledge, each of the agreements with Wesley, Barker and Snider were initially solicited by Affiant, acting in his capacity as a representative of Defendant TSR Hobbies, Inc. and at least some negotiations in connection with each contract were conducted in the State of Minnesota.

33. In late October, 1975, Defendant Gygax, President of Defendant TSR Hobbies, personally traveled to the State of Minnesota to negotiate an agreement for Defendant TSR Hobbies, Inc. with Phil Barker regarding "Empire of the Petal Throne". See the letter of Defendant Gygax dated November 4, 1975, which is attached hereto and incorporated herein by reference as Exhibit "Q".

34. While in Minnesota, Defendant Gygax also entered into a contract with Dave Sutherland, an artist who was at that time a resident of the State of Minnesota, to produce art work in the State of Minnesota for publication by TSR Hobbies, Inc. See the letter of Defendant Gygax dated November 4, 1975, which is attached hereto and incorporated herein by reference as Exhibit "R".

35. On that same trip to Minnesota, Defendant Gygax also negotiated with Gary Rudolph, another Minnesota resident, regarding obtaining publication rights for Defendant TSR Hobbies, Inc. to a set of fantasy game rules, but to Affiant's best knowledge, said fantasy game rules were never published. See the letter of Defendant Gygax dated November 4, 1975, attached hereto and incorporated herein by reference as Exhibit "S".

36. Finally, on that same trip, Defendant Gygax negotiated with Bill Hoyt, a Minnesota resident at that time, regarding "Empire of the Petal Throne" (in which Hoyt had an interest along with Barker) and the submission of other games for publication by Hoyt to Defendant TSR Hobbies, Inc. See the letter of Defendant Gygax dated November 11, 1975, which is attached hereto and incorporated herein by reference as Exhibit "T".

37. Affiant also believes that there was some negotiations by Defendant TSR Hobbies, Inc. with another Minnesota resident, Richard Snider, and that Snider submitted at least some projects to Defendant TSR Hobbies, Inc. for publication.

38. During September, October and November, 1976, Mike Carr, Vice President, and Brian Blume, Chairman of the Board, of Defendant TSR Hobbies, Inc. traveled to Minnesota on several occasions to solicit bids from various printing firms in Minnesota to do the printing for Defendant TSR Hobbies, Inc., but although several bids were made in response to said solicitations, no contracts for printing have been entered into by Defendant TSR Hobbies with any Minnesota firm to Affiant's best knowledge.

39. Defendant Gygax solicited Affaint's assistance in collecting a debt from the Little Tin Soldier Shop (LTSS) in Minnesota, and asked Affiant to file a claim against the Little Tin Soldier Shop for Defendant TSR Hobbies, Inc. in small claims court here in Minnesota, but Affiant refused to file said claim. See the letter of Defendant Gygax dated December 5, 1975, attached hereto and incorporated herein by reference as Exhibit "U".

40. Affiant states that he was aware that Defendant Tactical Studies Rules was incorporated as Defendant TSR Hobbies, Inc. in 1975, but must further state that Gary Gygax and Brian Blume, the principal partners in Defendant Tactical Studies Rules, completely dominate and control the activities of the successor corporation, Defendant TSR Hobbies, Inc. They are the principal officers (Gygax, President and Blume, Chairman of the Board), the majority shareholders, the key employees of the corporation, and the major games sold by the corporation are "Dungeons and Dragons" or works derived therefrom,

which are works co-authored by Defendant Gygax or purportedly authored solely by Gygax. Relatives of both Gygax and Blume are employed by the corporation, and the corporation rents the buildings it occupies from a partnership of Blume and Gygax at monthly payments which are currently $2,113.00 per month.

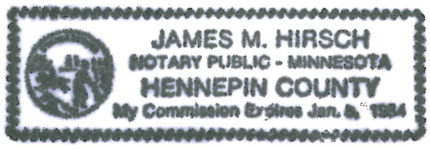
41. Defendant TSR Hobbies during its fiscal years 1977 and 1978 had net sales of $545,675.90 and $930,441.94 respectively, of which Affiant estimates 70% of said totals are derived from the sales of "Dungeons and Dragons" co-authored by Affiant and its copies, derivations and adaptations which are the subject matter of this lawsuit.

FURTHER AFFIANT SAITH NOT, except to state that if sworn as a witness, I could testify competently and support the facts stated herein.

Dated: May 3, 1979

David L. Arneson
David L. Arneson

Subscribed to and sworn before
me a Notary Public on this
3 day of May, 1979.



James M. Hirsch
Notary Public

EXHIBIT "A"

Dear Dave,

I'm working on Lowry, and I think TSR is near to acquiring DRUIDS, CHAIN & TACTICS! Keep this to yourself, please. Also, AH is sending a contract for MEX in a day or two - things is looking up! Now then, the orders for D&D are beginning to dribble in too, and methinks the lumps is just about past for ol' TSR's future. Sorry those flyers came postage due (makes up for some of the stuff I have received from you...), but every flyer you pass out could mean more royalty dollars. Remember, every retail sale we make is #1.00 to you. Put a flyer in all letters, right?

Can't imagine what Mike is doing with his dungeon, but I'll find out when he comes home.

Your rotating room is cute! (Did I show you my level which rotated? Only the four cardinal points, but it drove them rather nuts.) Here are a few which you might like. By the way, remember to keep notes of all new tricks, traps, monsters, treasure, etc. I'll trick out a whole draft & send you a copy soon

EXHIBIT "B"

330 Center Street
Lk. Geneva, WI 53147
14 March 1975

Dear Dave, Thanks for your letter of the 11th. I'll pass it on to Brian after answering that part which pertains to me. The check is duly recorded, and many thanks for lining up those subscriptions to SR -- we need to build circulation very badly, for it is only about 200 (confidential). Of course, we get about three-four new people every day, but we would be much happier if that were ten or better instead! Eventually, we hope to get over 1,000 -- perhaps by issue #4 -- and then we'll have another advertising campaign to increase it to 2,000.

Now then, it is very good news to learn that you have a license, and it is fine for you to stay here a few days! Give me a call when you know for certain when it will be. When you motor on to Chicago I can go over the rules drafts, and when you stop back I will be all set. I hope you and Dave W. can cook up a good set of RW rules, for they will be pretty fair sellers during 1975-77 for sure, although they will undoubtedly peter out to a 50/month steady (ala C&R) after the hoopla of the bi-centennial is all over.

Got some indication from Oden that Cleve was a bit in error, as he said composition was figured in when it wasn't, but it still looks as if he can save us about $300 on a typical run of 1,000, so we will be able to use him for a number of booklets and increase production accordingly. It is still too early to really tell yet how much of a boost this will mean, but it is something which will mean at least a 10% increase. I hope that Jim will be willing to take on DUNGEONS! with TSR, so we can get that game out before GenCon. Will also try to get FITS out very soon (just wrote Carr to that effect in reply to his rather worried letter). Have finally gotten GREYHAWK all done, and am getting quotes on Barker's WAR OF WIZARDS. Want that out in a big hurry, as it will generate lots of sales, and that will mean more money for other projects! Also, Barker and Hoyt called, and TSR will have a piece (major portion, I'd say) of METAL THRONE after all -- you were right about Hoyt being out of money. With the additions to Snider's game, as well as mutant, I'd say that TSR will absolutely DOMINATE the entire fantasy/science fiction market, SPI (unfortunately) withstanding. I told John to work up something which would be comparable to current tactical miniatures rules for sf, so we should be able to shove any competative rules around a bit there.

The parallel historical line will see DGUTS soon, I hope, for I am very anxious to have the rules all ready by GenCon, and I hope that if we do you will bring us ships to sell at the TSR booth. We will then begin carrying them in a catalog we will be pushing in BOY'S LIFE and SCALE MODELER. The Japanese-centered BLUE PACIFIC (how's about something more explicit such as VICTORY IN THE PACIFIC, or RISING SUN OVER THE PACIFIC, or the like?) should be something very worthwhile, Dave, for I am certain that if it turns out that we will be certain to publish it. Brian is working on a couple of similar games, concept-wise, for the American development.

It sure is a struggle getting a small company off the ol' ground, but it's a lot of fun too! If only chaps would realize that we are still struggling our butts off! TSR is only a half of the way to its second anniversary, and we have done exceptionally well consid-

ering how small a start we had. Hell, Dave, don't guys like Carr and Snider realize that it takes time to build a network of distributors? that we have to select publications carefully in order to do them justice and at the same time give a fast dollar turn-over so as to be able to generate sufficient cash for the next printing? that it is a matter of time and experience to find out how and where and what to advertise? I understand that they are anxious about having their creations published before somebody beats them, but I wonder if they realize that we are now gaining a position where even a second game on a subject will sell well when TSR does it, for our rep' is good. I am bitching for EVERYBODY always pressures the overworked editor to quit sitting on their design and get it out pronto. Kuntz was on my back for an hour last night about something he and another fellow want out before GenCon. I told him that despite author-financing to the tune of $200-300, it would have to come <u>after</u> a number of booklets, including DGUTS and possibly the whole series on sailing ships, and I am sure it discouraged them. Well, too bad. Even if we could produce a new title every week we couldn't properly advertise it, so folks will just have to face the fact that our maximum production is likely to be <u>1</u> new booklet and <u>1</u> new game each month when we have attained even a great financial ability -- of course the single booklet offering could be a set, and the game could be pretty fancy, and distribution will keep climbing too. 'Nuff crying on your shoulder.

If I am to get this into the mail today I have to end it here. I'm looking forward too (oops!) seeing you soon now.

Best personal regards,

Gary

EXHIBIT "C"

13 March 1974

Dear Dave,

Just a fast missive to keep you posted on what is transpiring here.

TSR is squeeking by, but the cash isn't flowing in fast enough to maintain the three month schedule of new releases. We are working on ways to add to our capitalization, but it will probably only suffice to manage a deal with Lowry -- which I will cover in a moment. So, first, will you please send me a list of local hobby shops, and we will send them flyers. Also, if you see any shops which don't advertise in WARGAMER'S DIGEST, SCALE MODELER, or COURIER, please note them for me too! We made a mailing to about three dozen shops, and we received about six replies to date. This is okay, for the flyers only went out about two weeks ago (more like three when you read this). Also, MiniFigs and Scruby haven't ordered yet.

TRICOLOR will be the next release, and the printer is doing the cover now. When that is done I will have him do up ad copy for WD and for one of the Burroughs fanzines, both featuring D&D, but including TRI'. Hopefully prior to GenCon we'll be able to get Snider's game out, so another flyer will then be done. We can use all the promotion (of nearly any sort) available, just so that the gamers will know that we're in business. (Send out flyers, Dave!) Anyway, Crane's Nappy rules look pretty good for an opening set, and we expect that they'll do well and add to the interest possibility in the entire TSR line.

Snider's game (to be called ~~SPACE~~- no, STAR PROBE) seems fine indeed -- although I can certainly tell from the ms. that John is a mathmatician rather than an english literature-type person... I have it gone through the first time, and if the money was immediately available it could be in the printer's hands within the week, save for some additional art I want Bell to do, and possibly the addition of some ship counters which I think might be attractive.

Lowry is nibbling at TSR's attempts to acquire CHAINMAIL, DGUTS, and TRACTICS (the latter being the immediate dickering point, for he has good supplies of the other two on hand yet). This is HIGHLY confidential, Dave. We're offering to buy the rights to all three for $400 and purchase existing stock on TRACTICS. I have no idea if he'll accept, but if he does it will drain us of nearly every cent we have. However, it will catapult TSR to the forefront of U.S. miniature rules companies, and it should help us to open numbers of new wholesale outlets also (Coulter-Bennett and Squadron Shops for example).

Projected releases, modified by acquisitions from Guidon, are: TRICOLOR, STAR PROBE, SHIPS OF THE LINE & NAVAL ORDERS OF BATTLE, BOOT HILL, a set of micro-scale armor rules, and CLASSIC WARFARE (ancients set) I am certain that there'll be insertions and switches of order; but as you can see we have lots of material to print, but there just isn't enough to move it out fast enough! Again, please keep the above strictly confidential, save TRICOLOR and STAR PROBE, both of which we'll advertise fairly soon.

Seeing as how you and I each make a buck on a retail sale by TSR we have to be dreaming up ways to promote same! Get to work! I have sold a couple that way, but I just don't maintain the volume of correspondence I did in the "Old Days". However... TSR has mailed out promotional copies, and fairly soon plugs and reviews should begin to pay off. I am doing articles about the game, and one will appear in WD for sure, another in the GPGP newsletter, and BATTLE FLAG has one (if they ever get back into print). Do you know of any other possibilities? Kuntzie informs me that it is odds on that the C&C Society will soon be back in operation, for there is a fellow who desires to do DB (he has unlimited access to a Xerox, so I understand). Now if that gets going we can really do a job selling D&D with ads and stories (with plenty of graphic work to put it across with POW!).

The LGTSA is prospering, and there is much enthusiasm for the games, both old timers and the new folks we are getting. We should soon work out something for a meeting facility where it will be available to members 24 hrs./dyy also.

My landlord wants to sell the house, so I'm (poor bugger that I am) scratching to zee eff I can manage to borrow enough to buy it. If I can't swing that I'll have to move (ugh!). Hows' the employment situation in your area? What, typically, are wages and rents there?

I have to shove on to other things. Write!

Best personal regards,

Gary

EXHIBIT "D"

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August 1978
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#11

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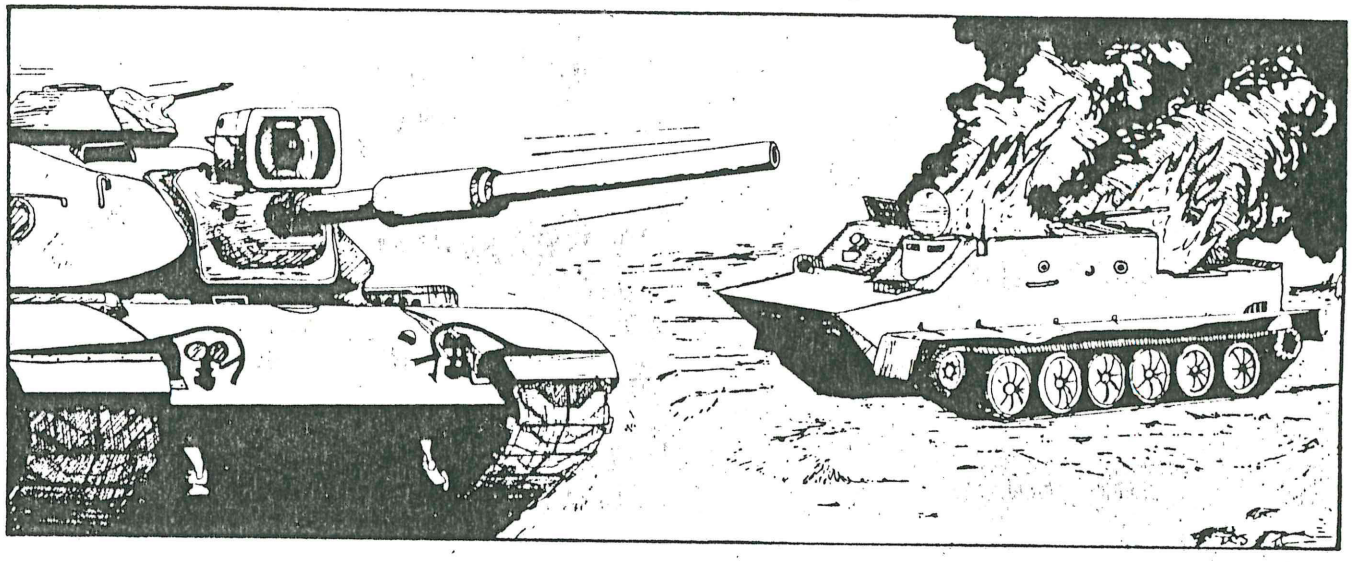

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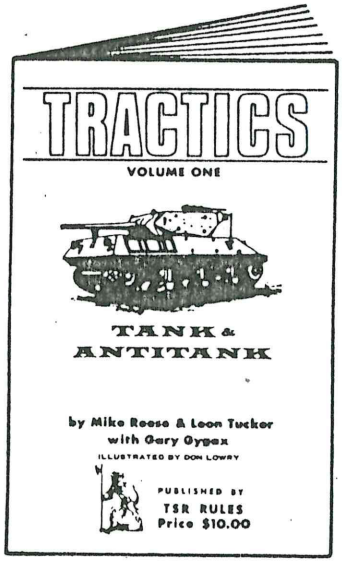

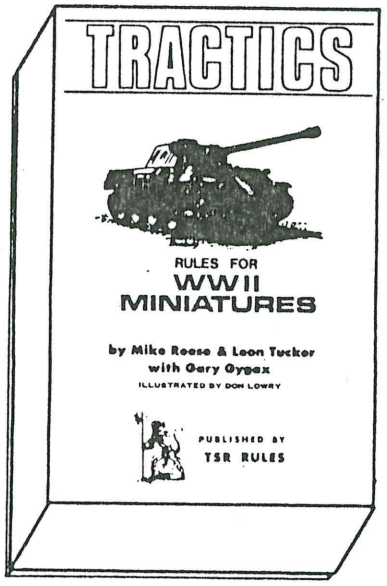

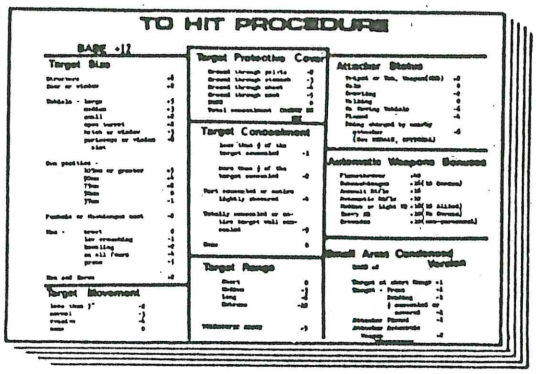

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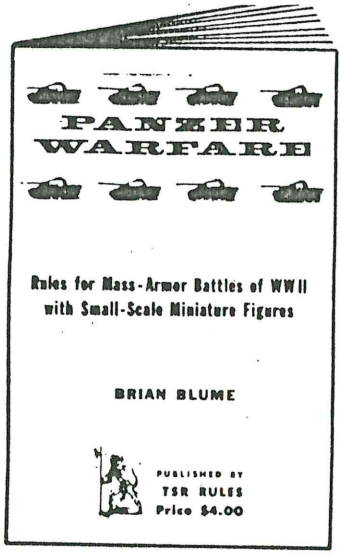

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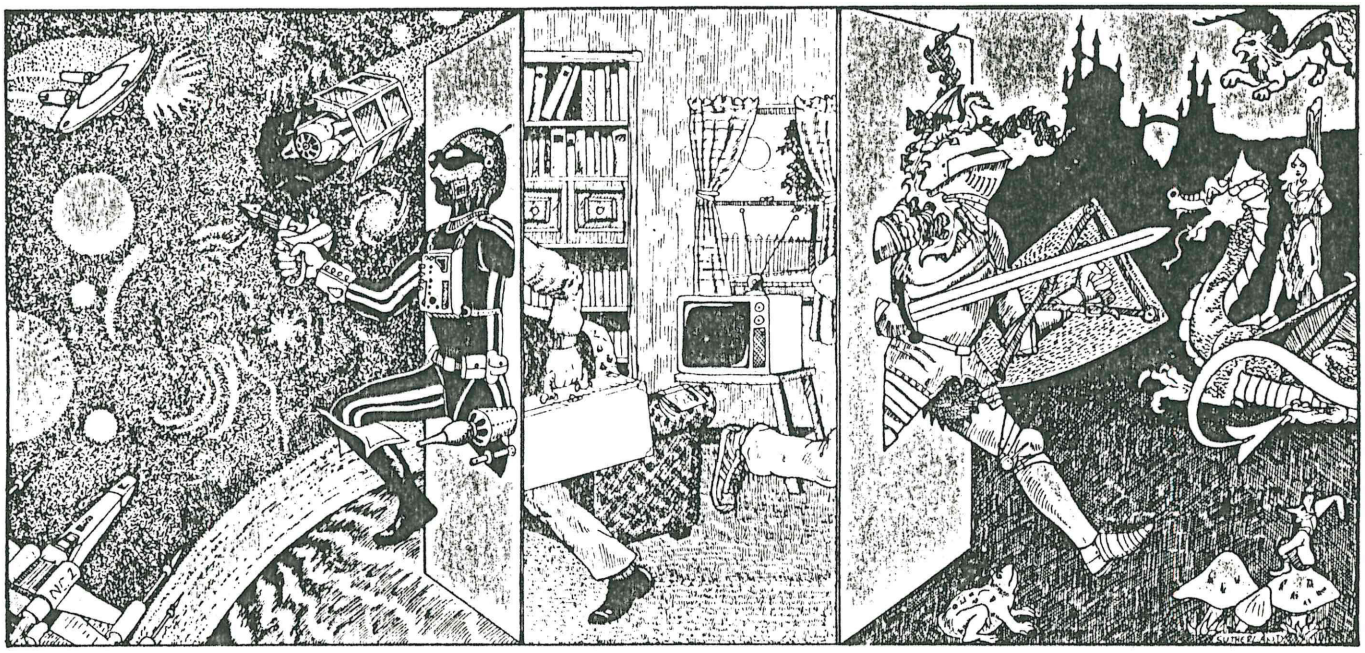

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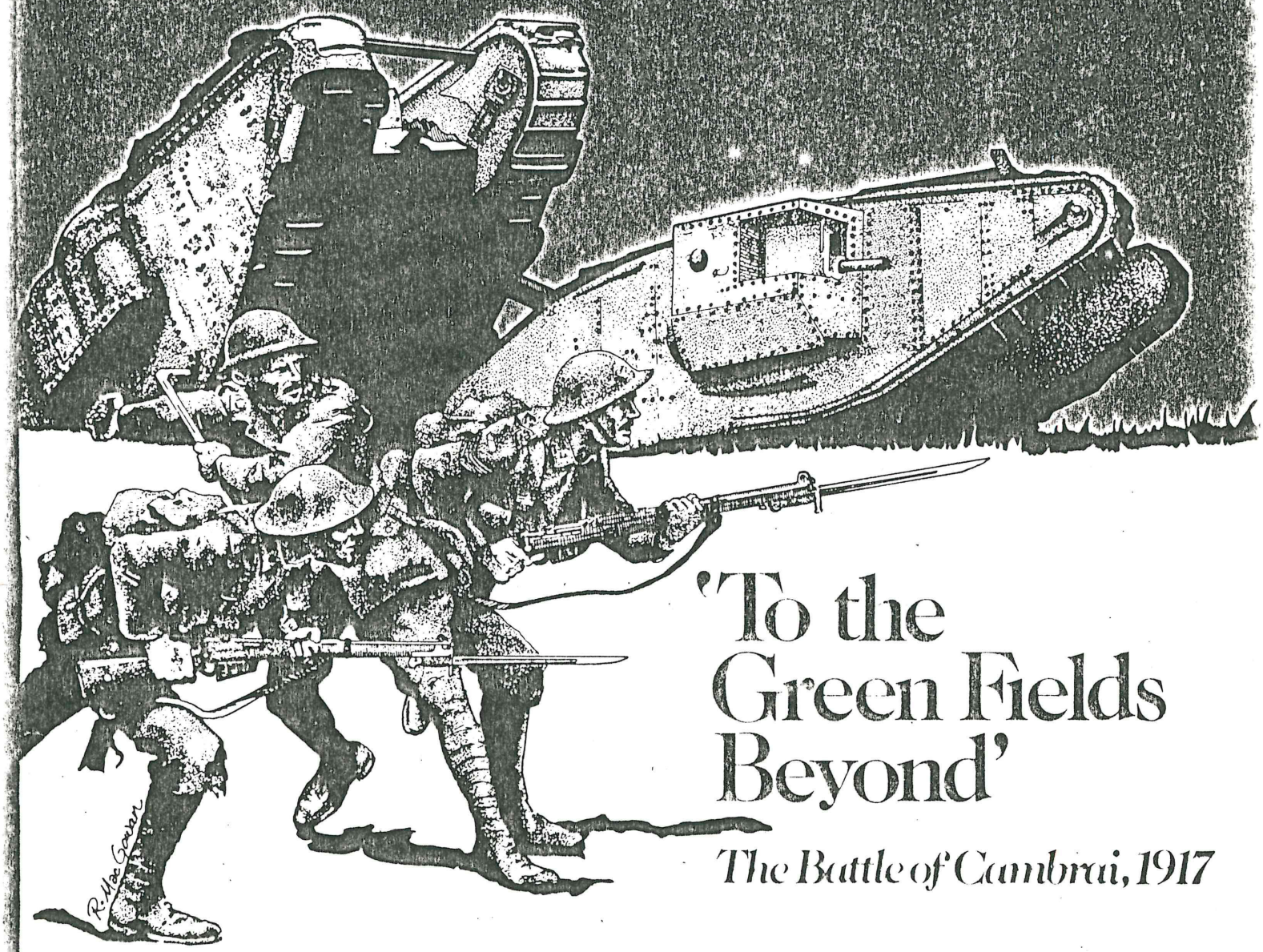

'To the Green Fields Beyond'

The Battle of Cambrai, 1917

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UP SCOPE!

by Mike Colleran, John Gresham, Stephen Newberg and Clifford Sayre Jr.
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Frigate and WS&IM

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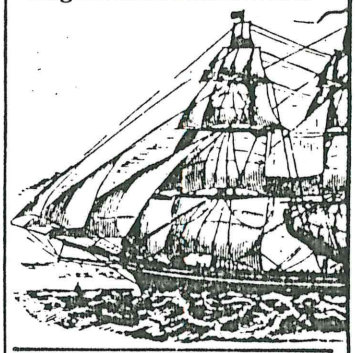

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ORIGINS'78

Wargaming comes of age — George Russell, in the July 31 issue of **TIME** magazine, wrote an article on Origins '78 entitled 'The Guns of July' — in **our** Photo Essay we bring you some of the highlights of this fourth annual Origins convention which took place on July 14-16, 1978 at the University of Michigan in Ann Arbor. Along with the photos are the nominees and winners of the Charles Roberts Awards and the Game Designers' Guild Awards.....52

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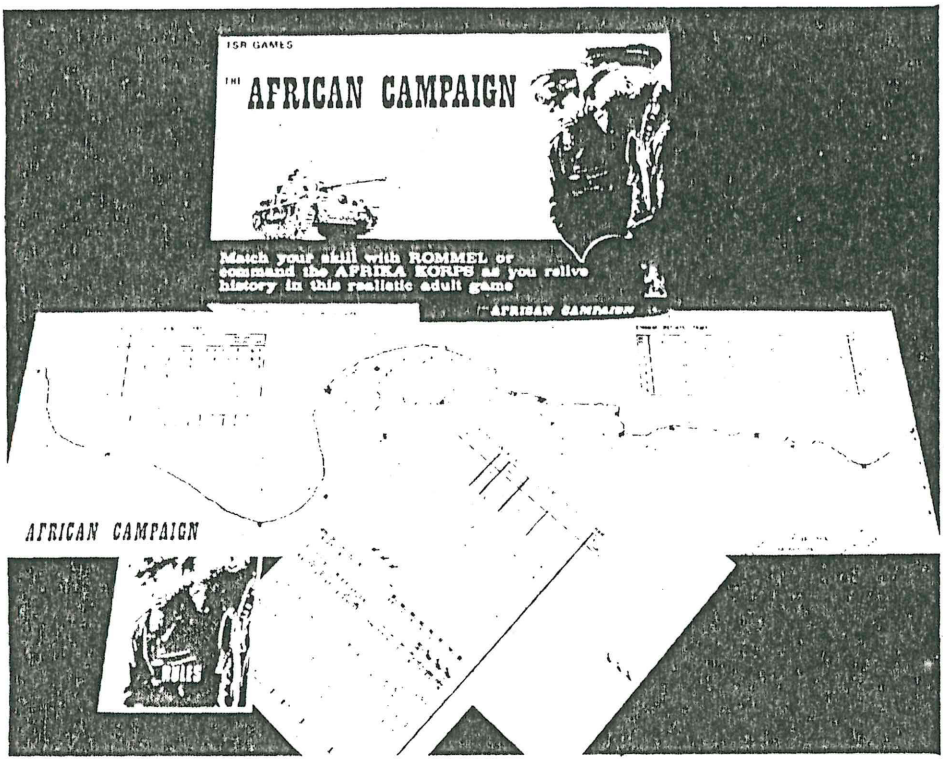

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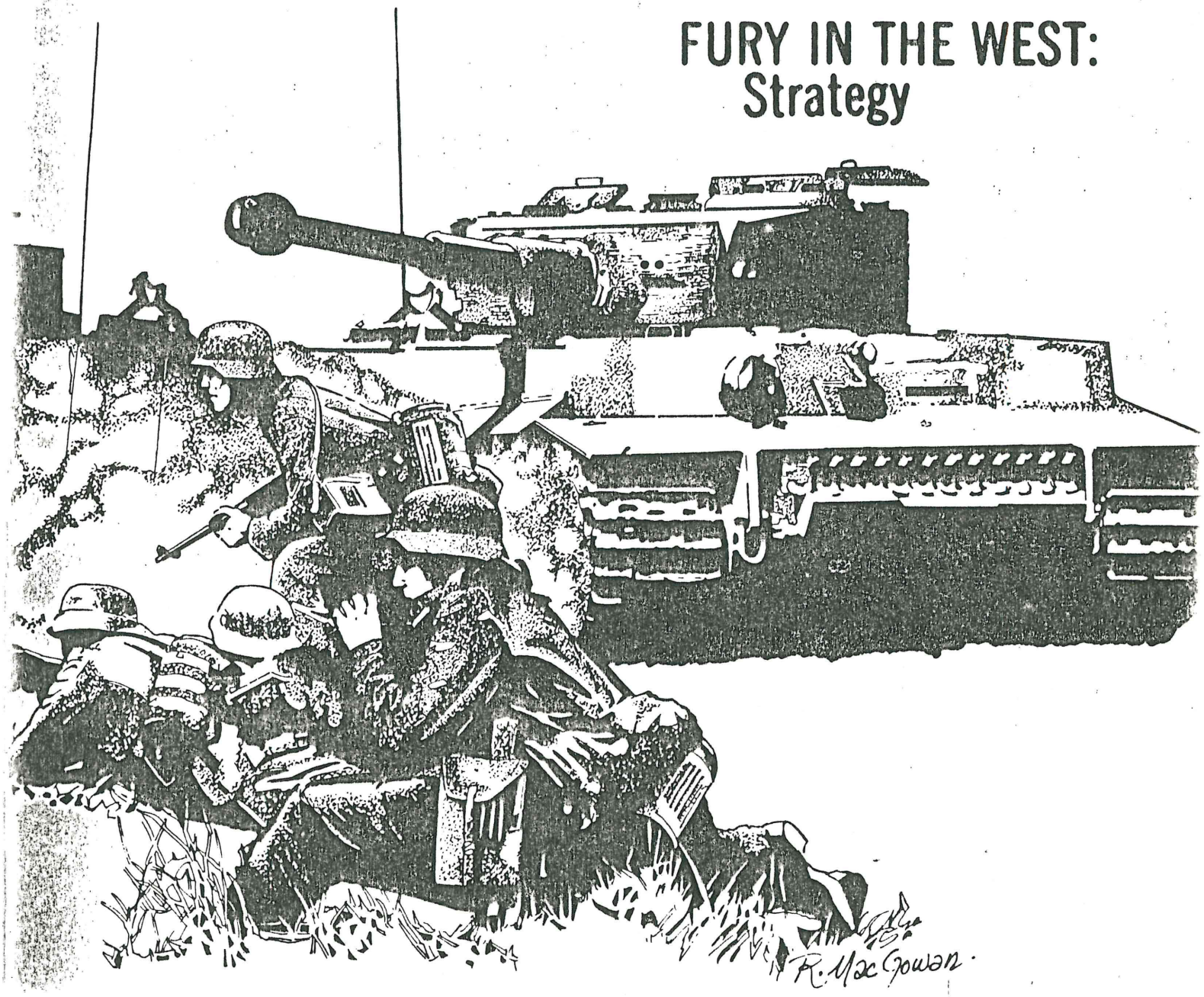

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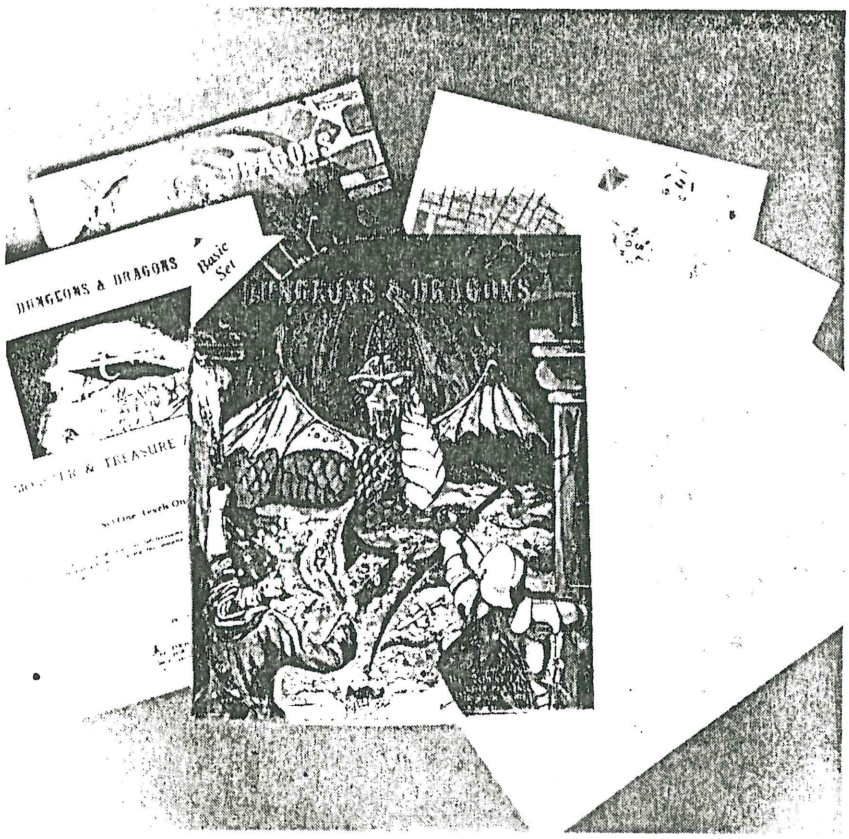

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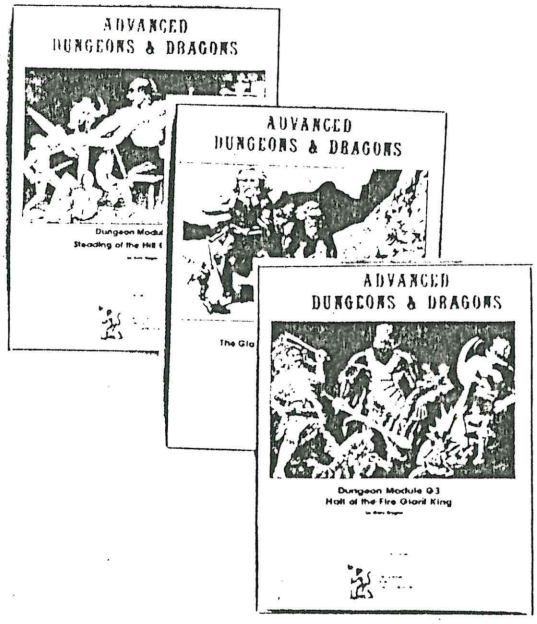

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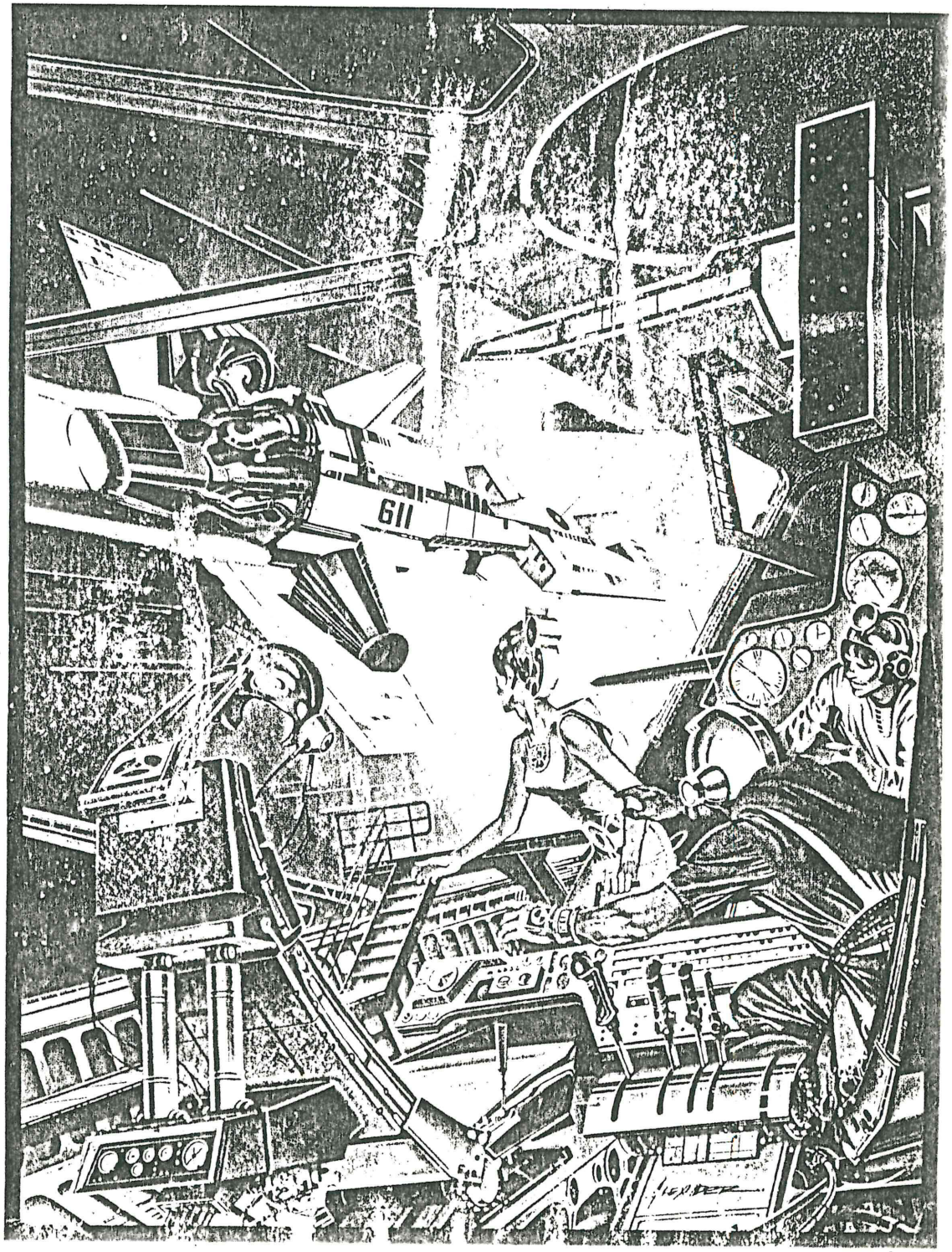

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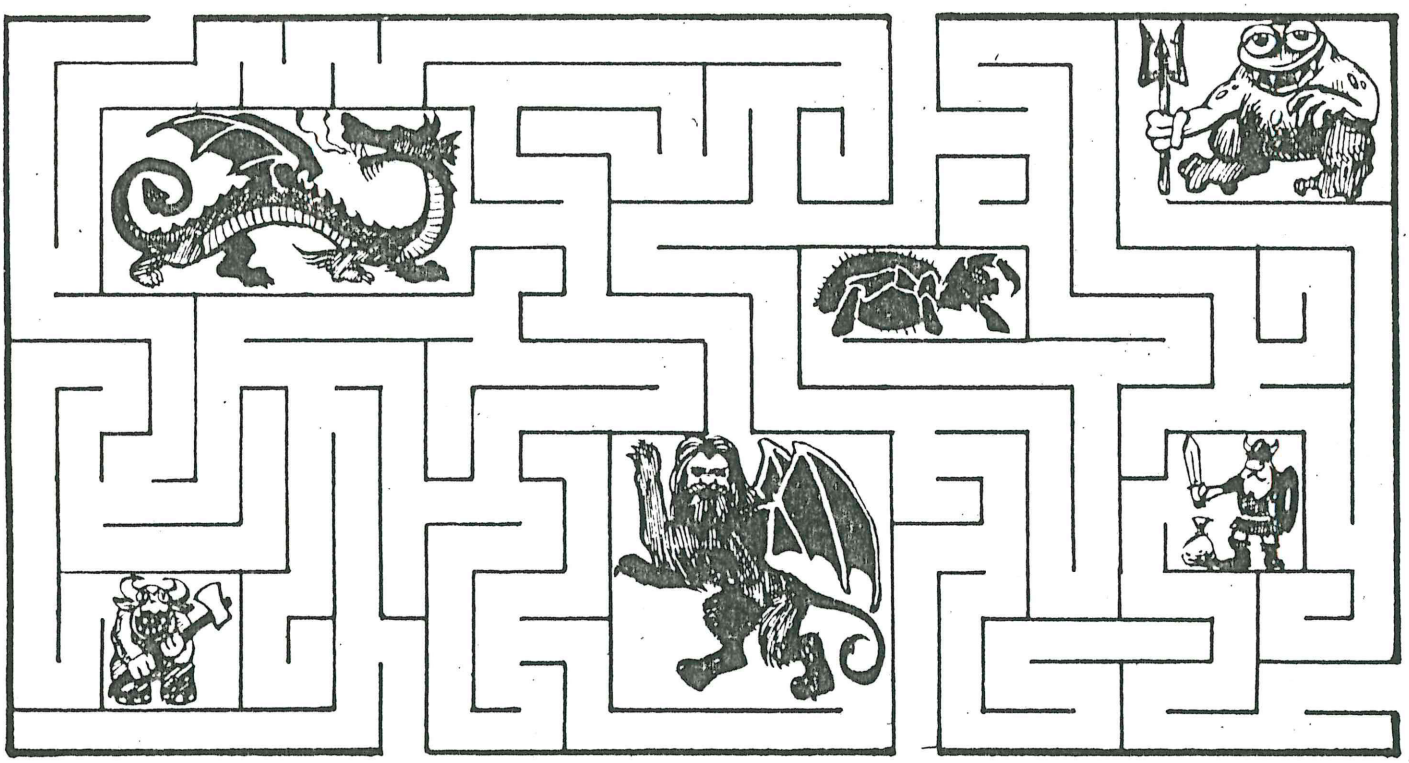

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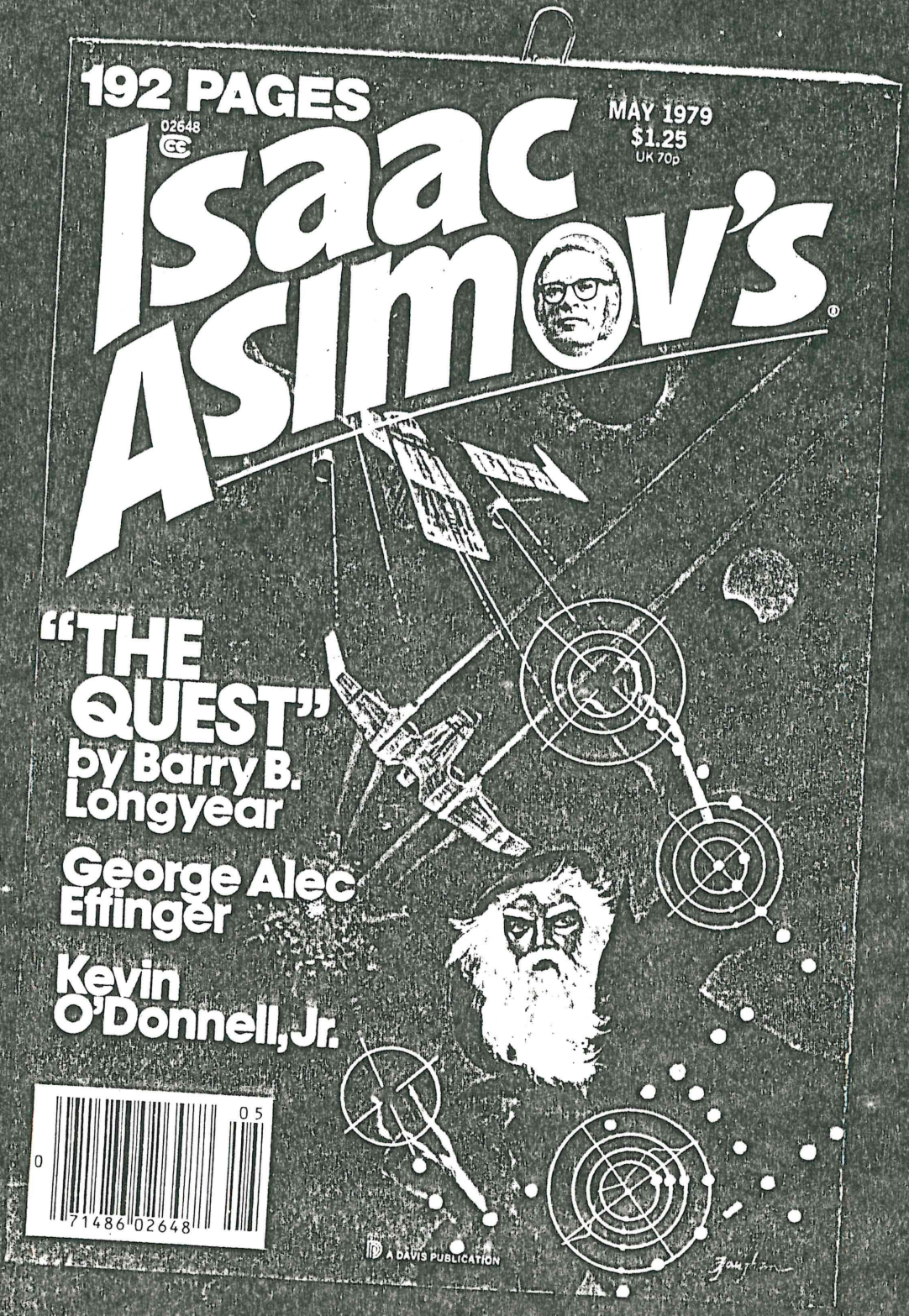
EXHIBIT "I"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Isaac Asimov's
"THE QUEST" by Barry B. Longyear
George Alec Effinger
Kevin O'Donnell, Jr.
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A DAVIS PUBLICATION

EDITORIAL: HOLLYWOOD & I

by Isaac Asimov

art: Frank Kelly Freas

I have hitherto firmly resisted the lure of Hollywood. I have refused to write screenplays even when invited to do so, and even when my own stories were in question.

There are two basic reasons for this resistance. First, I am not visual enough to write dialog and events that are to be interpreted primarily in the form of moving images on a screen. I'm just a word man; and though it is a wise person who knows his powers, it is an even wiser person who knows his limitations.

Second, I am reasonably confident that in magazines and books my fiction will appear very much as I have written it. Anything I write for the visual media, however, I am certain will be tampered with by producers, directors, actors, office-boys, and the relatives of any or all of these.

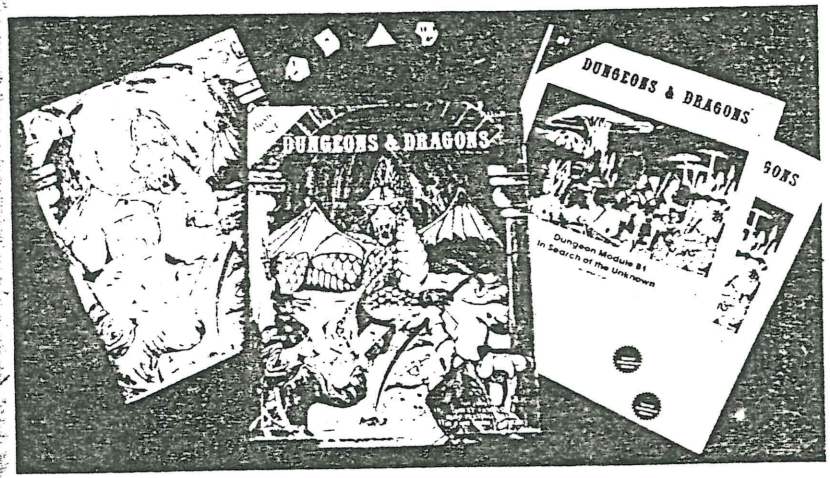
Yet when someone offers to pay me for an *idea*, I am likely to give in. After all, ideas aren't much.

In fact, ideas are so easy to get and are of so little consequence that till now I have never bothered to stipulate for a little on account before I presented one. Instead, I would just write up an idea in fair detail; and, if they didn't want it, they said so and I got nothing. In fact, on three different occasions my ideas have been rejected and I have been paid nothing in consequence.

For instance, a gentleman approached me about a year ago and said he wanted to do a movie about little people trapped in a world of giant creatures. I said it had been done in *The Incredible Shrinking Man* and in the TV series, "Land of the Giants." He said that much better special effects had been developed and that was what counted. He just wanted a routine plot from me that emphasized various dangers the little people had to face and overcome.

I said that if he wanted excellent special effects and a run-of-the-mill idea, he should get crackerjack technicians and a hack writer and I was neither. I offered, however, to think up an unusual idea for him. He was clearly uneasy at this thought, but

HEROIC FANTASY!



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POB 756 Lake Geneva, WI 53147 - (414)248-3625

4 October 1975

Mr. David L. Arneson
1496 Hartford Ave.
St. Paul, MN 55116

Dear Dave,

Thanks again for your hospitality and aid during our visit to the Twin Cities last weekend! According to our discussion here are:

1. Our check in the amount of $10 in repayment for the advance royalties for SPACE CARTEL authored by Richard Snider

2. Our check for $40 -- and please send by return mail a bill for services rendered in behalf of TSR for the week ending 1 November, thanks!

3. We are proceeding with the issuance of 30 shares of stock in return for the copyright ownership of the titles BLACKMOOR, SHIPS OF THE LINE, NAVAL ORDERS OF BATTLE, CRUSADES, NARVIK, AND PT BOAT.

4. We have only a maximum of 10 additional shares immediately available for your purchase. We will give you the option to purchase these shares at $100 each, but we must discontinue the option as of 1 January 1976. At some future date there is to be further stock issued, providing that we gain the approval of the state, and at that time we will make another block of shares available to you.

DAVE,
I THINK WE AGREED ON $50 EACH FOR 5 SHARES THE OTHERS WOULD BE $100 EACH.
BRIAN

5. You are the official representative of our firm in the Twin Cities area, and as such you are empowered to arrange for commercial sales of our products by wholesalers or retailers, and several copies of our dealers information sheet showing discounts are enclosed. You are also authorized to conclude arrangements for various rule and game manuscripts as follows:

   a. your judgement as to the desirability of a given set of rules will be sufficient for the firm to assume that they will be suitable, and the tentative title name being inserted into our "projects list" (copy enclosed), and YOU MUST KEEP THIS LIST IN STRICTEST CONFIDENCE.

   b. you are authorized to pay between $25 to

$50 as an advance royalty to secure and complete a highly finished game prototype or manuscript which, in your judgement, is highly desirable for production by TSR if this item is being competitively offered (to other publishers), and the advance will secure the work for us (be sure and state on any such check that it is, in fact, an advance for the specific title!). If a greater amount is demanded, and you deem it worthwhile, contact Brian or me immediately, but in no event should you make it known prior to such a demand that the possibility of a greater advance is a possibility.

c. You may inform any potential author that our usual royalty schedule is 3% to 7%, depending on the quality and completeness of the work submitted. It is possible that the rate could be as low as 1% if the work needs total revision, but that is very unlikely (although a good idea outline might be paid such). For your personal information only, we will conclude slightly higher royalties, but only under exceptional circumstances. Depending on the quality and completeness of a submission, along with its potential sales desirability, you are authorized to agree to royalties of from 3% to 5%, trusting that you will keep TSR's best interests in mind, and asking that you contact us if you believe, or the author asks for, higher royalty payments are in order.

d. as a general note you should inform any author considering TSR that we never print less than a 1,000 run of any title, and that we expect to sell at least that many of most titles within six to twelve months (some titles do sell less, but that is a low estimate on the average). If a title is accepted for publication it typically requires a wait of four to fourteen months to actually place the work in print. For your information the latter figure is more likely in most cases unless the title is exceptionally timely and marketable or if the author is willing to conclude a loan to TSR for production of his work, repayment to be at 10% interest as amortized over 1,000 or more copies of the work, i.e. John Smith loans us $1,000, and we pay him back $1.10 as we sell each of 1,000 copies of the work, to be paid quarterly.

You are certainly more aware of whom to work with there than we are, and as we have already outlined the work to be done with Sutherland, Barker, Rudolph, and Hoyt, there is little more to be said regarding this matter.

4 November 1975

If you have any questions -- or in the event that we have missed something herein -- please let either Brian or I know immediately, and we will solve the matter immediately.

Tim Kask asks that I remind you about the various items he spoke with you about, including the "El Pancho" yarn.

Rob asks again about the CITY OF THE GODS article.

Please do not forget the LANKHMAR map.

Best personal regards,

Gary

E. Gary Gygax
President

enc.

EXHIBIT "K"

Tactical Studies Hobbies

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COMPLETE WARGAMES SERVICE
FANTASY SPECIALISTS

Dave, you should also know that O'Leary is repping for TSR in your area. He gets 5% of the amount of any sales he is responsible for, Wholesale (40%) or up to job lot (55% + 2%).

L

WARGAME RULES • MINIATURE FIGURES • BOARDGAMES • ACCESSORIES

EXHIBIT "L"

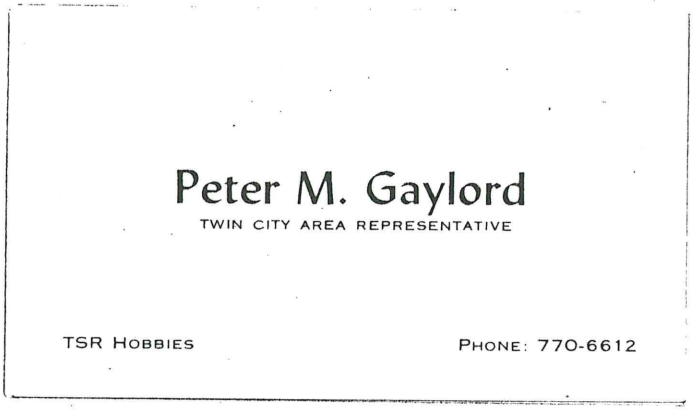

Peter M. Gaylord
TWIN CITY AREA REPRESENTATIVE
TSR HOBBIES
PHONE: 770-6612

EXHIBIT "M"

MIDWEST MILITARY SIMULATION ASSOCIATION
1496 HARTFORD AVENUE
ST. PAUL, MINNESOTA 55116

November 10, 1975

Dear Gary,

I hope that all is well with you and the rest of the guys as well as your family and hope that you can all come up here again for an even longer visit.

The Mini-Convention that Dan Nicholson put on in Rochester went quite well for him and there are now some twenty persons in there group ,I believe. TSR was well represented and most of the flyers were passed out to the attendees and some sales were made by referal. I inclose an order to bring my stocks up to 100% (so that I can have atleast one of everything again) to replace sales and losses over the last few months . The convention recieved newspaper coverage and I will pass on any article that might appear in connection with the activities in Rochester.

I really wish I could afford to build up a regular stock here to serve the customers but what with the stock purchases it is not possible. I hope that before the area convention planned here this Spring I will be able to order stock ahead of time to sell and return the balence, but by then I will be down there so we can talk about it more. I have several ideas on presentation that I will talk over with Brian. I think a permanent display arrangement would be best so that if we do visit the differnt cities and conventions we will have something that will be quick to set up and allow the customers to peruse the merchandise with minimial danger of loss.

At the time of this mailing you should have recieved the CITY OF THE GODS article (all the illustrations were sent to you before , along with the Blackmoor stuff) and the LANKHMAR map is also being mailed (seperately) at this time in a mailing tube.

By seperate letter there should be a billing and a reciept as you requested (but you did not explain why ???).

Latest flyer from LTSS (Little Tin Soldier Shoppe) inclosed but no luck at Rochester about collecting the bill. Any information you want to pass on about the LTSS situation would be informative (No I do NOT want to play bill collector, just morbid curiosity).

All quiet on the BARKER HOYT, WESELY, etc. front, I gather you have not contacted any of them yet. I hope that you will remember to keep me informed about TSR's dealings with the above so that I can try and nip any trouble in the bud BEFORE it gets out of

if that is possible. As I stated during your visit make sure you nether add nor subtract anything from any agreements you reach. If any is contemplated (changes that is) present them seperately for negotiation rather than tack them onto an existing agreement. If you do just add it on people get upset and assume that you are dictateing terms to them and the whole thing leads to trouble . It may mean an exchange of more than one letter on the matter but it will be worth the extra time and postage to have smooth dealings with people. Also good ol' Dave here will try to explain things and negotiate details with the locals but than you guys may still have to explain things to me so that I understand them.....

Inclosed is your note on the stock deal. I note that you have changed it to 5 shares at $50 and Five at $100. I will have to, for the time being , ask you to apply my check towards the purchase of this stock and inform me of the balence due. I will than have to ask for an extension on the payment since it is far more than I have avalible at this time. I really do not appreciate the constant changes in the stock arrangements. After all last Spring I was voted $450 in stock gratus but now after more than six months additional work it is reduced to a $250 discount (evan adding the $90 only brings it up to $440). It is , however the option of TSR to set whatever price they wish on the matter.

As to the second stock deal for $3,000 in exchange for the titles detailed. I want it very clearly understood that material that was sent in with the manuscripts <u>but</u> was not used in the finial draft, is <u>not</u> included in the deal. I feel that this is only fair since you will be getting the best parts of the ms. for the booklets. From my viewpoint it all represents a lot of work and I would like to be able to use it as articles or other books in the future. Please inform me if this is acceptable or not as it will affect my decision on other matters pressing at this time.

I ,again, find myself as the local primemover in getting things done with the locals spinning their wheels and rolling their eyes at anything more complicated than finding a place to sit at the meetings. Leaning that I may have to greatly modify my activities on their behalf , including the Spring convention, very rapidly or see it all fall apart after ten years work.....

I have examined the list of figures, interesting but who will you get to do them ? and the list of proposed titles. I will have more comments about them later on but some sound terrible. Tell Kask that El Pauncho will have to wait until I am done with the work on NAVAL ORDERS OF BATTLE and SHIP OF THE LINE is done. Then do you want my notes on SHIP OF THE LINE sent in so that there will time to get them into the book ??

Write when you can, or better yet call !!

Best [illegible]

[illegible]

EXHIBIT "N"

AGREEMENT

THIS AGREEMENT is made between the the Author(s) specified hereafter and TSR HOBBIES, INC., Lake Geneva, WI 53147, hereafter called TSR.

Author(s): David L. Arneson, 1496 Hartford, St. Paul, MN

E. Gary Gygax, 330 Center, Lake Geneva, WI

Mike Carr, 189 19th Ave. S.W., Cedar Rapids, IA

1. The Author(s) hereby agree to assign to TSR the copyright, the right to publish, sell, and distribute, the set of game rules or game entitled DON'T GIVE UP THE SHIP, in any form TSR deems suitable for commercial sales, as well as any other similar rights.

2. TSR hereby agrees to pay the Author(s) a royalty of 10% (TEN PERCENT) of the cover price of the game rules or game on each and every copy sold; this royalty to be payable on a quarterly basis reported within 30 days after the end of each quarter, with quarters ending 31 March, 30 June, 30 September and 31 December of each year.

3. TSR also hereby agrees that the ownership of the copyright mentioned above shall revert to the Author(s) not more than 90 days after the set of game rules or game is no longer maintained in-print.

4. This Agreement shall not be considered a valid contract until all parties concerned have signed and dated the contract, but upon so signing the contract shall take effect on a retroactive basis from the date of publication of the set of game rules or game.

TACTICAL STUDIES RULES

E. Gary Gygax
E. Gary Gygax, Editor

30 October 1975
Date

David L. Arneson
David L. Arneson

5 October 1975

E. Gary Gygax
E. Gary Gygax

30 October 1975

Mike Carr

EXHIBIT "O"

AGREEMENT

THIS AGREEMENT is made between the the Author(s) specified hereafter and TSR HOBBIES, INC., POB 756 Lake Geneva, WI 53147, hereafter called TSR.

Author(s): David L. Arneson

1. The Author(s) hereby agree to assign to TSR the copyright, the right to publish, sell, and distribute, the set of game rules or game entitled Blackmoor, in any form TSR deems suitable for commercial sales, as well as any other similar rights.

2. TSR hereby agrees to pay the Author(s) a royalty of 0% (none) of the cover price of the game rules or game on each and every copy sold; this royalty to be payable on a quarterly basis reported within 30 days after the end of each quarter, with quarters ending 31 March, 30 June, 30 September and 31 December of each year.

3. TSR also hereby agrees that the ownership of the copyright mentioned above shall revert to the Author(s) not more than 90 days after the set of game rules or game is no longer maintained in-print.

4. This Agreement shall not be considered a valid contract until all parties concerned have signed and dated the contract, but upon so signing the contract shall take effect on a retroactive basis from the date of publication of the set of game rules or game.

TACTICAL STUDIES RULES

E Gary Gygax — 17 November 1975

E. Gary Gygax, Editor
President — date

Brian J. Blume — 11/17/75

Brian J. Blume Secretary — date

David L Arneson — 11/19/75

David L. Arneson author — date

EXHIBIT "P"

27 MAY '75

DEAR DAVE,

PKG. ARRIVED OKAY. IF YOU CAN COME TO @ LET ME KNOW - BRIAN SAYS OKAY TO RIDE ALONG.

SHIPS WE'LL EVENTUALLY WANT: 132, 120, 110, 50 RAZEE, 50, 28 (Sm. FRIGATE), SLOOP, KETCH, BRIG CUTTER, LG. MERCHANT, SM. MERCHANT, GALLEY (LG + Sm), VARIOUS SMALL ARAB-TYPE SHIPS. ALSO: MEDIEVALS, ANCIENTS, IRON CLADS c 1865, PRE-DREADNAUGHTS,

MORE LATER,

Yours

EXHIBIT "Q"

Tactical Studies Rules
542 SAGE STREET
LAKE GENEVA, WI 53147
414/248-2518

4 October 1975

Professor M.A.K. Barker
118 East Elmwood Place
Minneapolis, MN 55419

Dear Phil,

Thank you for your hospitality during our visit last weekend!, I believe that our discussion -- as well as the various arrangements made with the others there at your home -- has ironed out most matters, and that our basic position is quite clear.

With regard to the matter of the royalty reduction of one and one-half percent, making the total payable royalty eight and one-half percent in your name, I ask the following: Will you please be so kind as to simply give me a letter indicating that this is acceptable to you. As soon as possible we will have our lawyer draw up a new contract -- among other reasons because I have been advised that Minnesota might not honor attatchments to a contract, and we (thanks to Mr. Wesley) have decided to make certain that your contract with us is what you actually desire it to be. As an aside, I begin to question all of this as unnecessary bother, but... In order to build volumn of sales to at least compensate for this cut in royalties we plan to, or have already, promote EPT in the following publications: WARGAMER'S DIGEST, FANTASTIC, ALGOL, AMRA, FANTASY CROSSROADS, LOCUS, SPACE WORLD, ARALOC, and several, perhaps many, other smaller publications from which we have requested rates.

I have passed on information regarding the awarding of rights to the concerned manufacturers, and pending my written confirmation, Heritage has expressed full agreement to the terms we discussed. I will write a letter within a day or two, and a copy will go to you.

Under seperate cover we are returning your original artwork for EPT, but I am retaining those two items which were discussed as possible cover illustrations.

Finally, I hear Lin Carter is dedicating a book to me!? Have no idea what or why.

Best personal regards,

EXHIBIT "R"

Tactical Studies Rules
542 SAGE STREET
LAKE GENEVA, WI 53147
414/248-2518

DAVE SUTHERLAND
1902 4TH AVE. S., APT 44
MPLS, MN 55403

4 November 1975

Dear Dave,

Good seeing you last weekend! Enclosed is a check for one hundred dollars ($100) as an advance for your work on the figure drawings for EPT figures. The actual payments will be finally determined when the painting guide is completed, for we anticipate a regular payment of royalties to be made to you for that publication. We will do full color front and back covers -- and possibly a center spread of color. Please advise about what you think of the latter. Can you do up the former?

Basic contracted work can be figured at $10 for small illos and $15-20 for larger ones -- color work will be at a premium. Okay by you all?

As I mentioned we are in great need of cover art for BRASS TACKS and [illegible]. Do you need some advance for them?

We are also very interested in you doing the following art as soon as possible:

I. Front and back illos of various D&D figures -- including those demons I gave you a list of -- for eventual production as figures. A painting guide (by you) will also be done then.

II. Illustrations, as well as front and back jobs, of figures for Fritz Leiber's world of Nehwon, and the usage will probably be as in I. above.

I realize that you have a lot of work to do for the EPT project, but the box covers are actually more important. As soon as Barker approves several EPT drawings you may send them to me. Heritage will happily work on material in dribbles.

Best personal regards,

E. Gary Gygax

EXHIBIT "S"

Tactical Studies Rules

542 SAGE STREET
LAKE GENEVA, WI 53147
414/248-2518

5 November 1975

Mr. Gary Rudolph
2103 Pleasant Avenue
Minneapolis, MN 55404

Dear Gary,

Confirming our discussion last weekend at Professor Barker's home, TSR agrees to the following:

The fantasy rules system you plan to submit to us in mid-December is based upon your previous ancient wargame rules, and you retain the full right to use it for such a set of rules and to have them published as you see fit. TSR has no claim to the system as such in this regard.

We will be happy to review the set of ancient rules, by the by, and there is a good possibility that TSR would be willing to publish them. You may contact Dave Arneson if you wish any information on some aspect. From a glance at our schedule I would guess that summer-fall of next year would be about the earliest we could manage to insert them into the works.

As the strategic WT game is part of the package to compliment the rules/figures line for the Professor's mythos, we will see to it that it is immediately inserted into the production schedule so as to appear when the miniatures rules and figures do.

As soon as we have the final mss. for both designs we will make an offering with regard to royalties directly to you on the strategic game, to both you and the Professor on the rules (his unit organizations will be included therein, I believe). In the former case you will be a better position than we are to decide what portion of the royalty is due to him for his aid in allowing you to compile complete and accurate rules. In the latter case the two of you will have to decide just how royalties should be divided.

Regards,

E. Gary Gygax
President

Tactical Studies Rules
542 SAGE STREET
LAKE GENEVA, WI 53147
414/248-2518

1-045

EXHIBIT "T"

4 November 1975

Dear Bill,

This is just a fast note to thank you (and your folks) for your very kind hospitality during our visit last week-end. Your efforts on our behalf are also greatly appreciated!

Later this week -- or next -- I will have had time to try D&D (how do you like CATACOMBS?), and I will then write regarding it. I forgot to ask, who is doing the art and layout for the box? anyone? Please advise.

I trust your partner will soon be contacting us regarding the production of supplemental DPT material. We will have Rob's opinion on the space game in two or three weeks, and I believe that we will be willing to produce it in co-operation with you at a royalty of four 5% to the author, 2 1/2% to the former publisher. We are also interested in discussing possibilities of your producing an expanded version of DIC I with a similar arrangement. I am not positive about when we could get either item into production, but we are quite interested in any event.

Again, I thank you, Bill for your efforts in our behalf, your confidence in us personally and as a company, and your willing co-operation with regard to the unfortunate necessity of reducing royalties to TSR for DPT. We certainly intend to repay you in kind as opportunity arises.

On a final word, we have concluded arrangements with Dave Arneson -- he is an employee of TSR now, and he has definite authority to act in our behalf. I do hope that you and he will be able to work closely together now, for I have will probably be asked to come here within the not too distant future.

Best personal regards,

-- Gary Gygax

EXHIBIT "U"

TSR Hobbies, Inc.

TSR Games - TSR Periodicals - TSR Rules
POB 756 Lake Geneva, WI 53147 - (414)248-3625

5 December 1975

Dear Dave,

This will be a short letter, as I have many wee things to get done post-haste. We can discuss the projects list when you are down here.

Please tell Dave Sutherland that seeing as how he has so much other work to do we will see if we can get somebody else to draw up the D&D stuff for MiniFigs (and do keep that secret), as we will be getting into that within about six weeks or so. Thanks!

Yes. We will also work over a rough of the map for LANKHMAR when you're here. So good!, no.

If we put the muscle to LTSS will you file in the local small claims court in behalf of TSR? I suppose that we would pay a 10% bonus for the extra trouble, based on the amount they have to pay -- at least $500 smackers. What say?

Tell Richard that both MUTANT and SPACE CADET are high on our production list, and we'd like to get 'em in again as soon as possible.

Understand about how frustrated you get when all the things we hoped to cover seem to get shunted aside during sessions. This time we should have a tad more time, as the division of labors here is better now (although I still put in about 60 hours per week).

The shop has a copier on its needed list -- as soon as even more needed money becomes available. And we are falling behind on hellish shop so the open date looks more like New Years...

Cannot promise the dedication on BLACKMOOR, as it is about ready to print, but I'll try! I remember Hugh... I think all the choice stuff is in the book, by the by, and we <u>are</u> giving you some of our stuff therein, so don't strain at having us use some of the other to promote sales of BLACK' !

Best personal regards,

Gary

UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

FOURTH DIVISION

David L. Arneson,

Plaintiff,

vs.

Gary Gygax, Tactical Study Rules, a partnership consisting of Gary Gygax and Brian Blume, and TSR Hobbies, Inc., a corporation,

Defendants

AFFIDAVIT OF M. A. R. BARKER IN OPPOSITION TO THE MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF JURISDICTION

Civil Action No. 4-79-109

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

M. A. R. Barker, being first duly sworn, on oath, deposes and states as follows:

1. I am a professor in the Department of South Asian Studies at the University of Minnesota and have been a resident of the State of Minnesota since 1972.

2. In 1974, I wrote and created two games entitled "Empire of the Petal Throne" and "War of Wizards" in the State of Minnesota.

3. Gary Gygax of what at that time was called Tactical Studies Rules and now TSR Hobbies, Inc., expressed an interest in these games and after a period of correspondence and negotiations by mail and phone, agreement was reached between TSR Hobbies, Inc. and Affiant for the publication, sale and distribution of both "War of Wizards" and "Empire of the Petal Throne" by TSR Hobbies, Inc.

4. In April and March August, 1975, I executed contracts with TSR Hobbies, Inc. in the State of Minnesota regarding the above mentioned games, and all royalties paid by TSR Hobbies, Inc. pursuant to said contracts have been paid to me in the State of Minnesota. Copies of said agreements are attached hereto and incorporated herein by reference as Exhibits "A" and "B".

Filed MAY 15 1979 19
Larry J. Sieben, Clerk
By [signature] Deputy

5. In October, 1975, TSR Hobbies, Inc. desired modifications in its agreement with me regarding "Empire of the Petal Throne". In late October or early November, 1975, Gary Gygax, President of TSR Hobbies, Inc., traveled to Minne-

(19)

sota, and negotiations regarding said contract modifications were held at my home in Minneapolis, Minnesota.

6. Agreement was finally reached regarding the modifications and a new contract with TSR Hobbies, Inc. regarding "Empire of the Petal Throne" was executed by me in the State of Minnesota on March 26, 1976. A copy of said Agreement is attached hereto and incorporated herein by reference as Exhibit "C".

7. In October, 1977, TSR Hobbies, Inc. sent Affiant a proposed modification of the contract for "War of Wizards", but Affiant refused to sign the modification.

8. TSR Hobbies, Inc. has solicited sales in Minnesota for its products including "War of Wizards" and "Empire of the Petal Throne"; copies of both games have been sold in the State of Minnesota; and to Affiant's best knowledge, said games are still being marketed by TSR Hobbies, Inc.

9. Last year, TSR Hobbies, Inc. paid Affiant in the State of Minnesota the sum of $ 6,691.70 MARB in payment of royalties due for sales of "Empire of the Petal Throne" and "War of Wizards" by TSR Hobbies, Inc.

FURTHER AFFIANT SAITH NOT, except to state that if sworn as a witness, I could testify competently and support the facts stated herein.

Dated: May 6th, 1979.

M. A. R. Barker

Subscribed to and sworn before me a
Notary Public on this 6th day of May, 1979.

James M. Hirsch
Notary Public

JAMES M. HIRSCH
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. , 1984

EXHIBIT "A"

AGREEMENT

THIS AGREEMENT is made between the the Author(s) specified hereafter and Tactical Studies Rules, 542 Sage Street, Lake Geneva, WI 53147, hereafter called TSR.

Author(s): _____

_____

_____

_____

_____

_____

1. The Author(s) hereby agree to assign to TSR the copyright, the right to publish, sell, and distribute, the set of game rules or game entitled _____, in any form TSR deems suitable for commercial sales, as well as any other similar rights.

2. TSR hereby agrees to pay the Author(s) a royalty of _____ of the cover price of the game rules or game on each and every copy sold; this royalty to be payable on a quarterly basis reported within 30 days after the end of each quarter, with quarters ending 31 March, 30 June, 30 September and 31 December of each year.

3. TSR also hereby agrees that the ownership of the copyright mentioned above shall revert to the Author(s) not more than 90 days after the set of game rules or game is no longer maintained in-print.

4. This Agreement shall not be considered a valid contract until all parties concerned have signed and dated the contract, but upon so signing the contract shall take effect on a retroactive basis from the date of publication of the set of game rules or game.

TACTICAL STUDIES RULES

E. Gary Gygax _____ 16 April 1975

E. Gary Gygax, Editor

MAR Barker _____ 21 April, 1975

_____ _____

_____ _____

EXHIBIT "B"

AGREEMENT

THIS AGREEMENT IS NOT COMPLETE WITHOUT THE AMENDMENT ATTATCHED HERETO.

THIS AGREEMENT is made between the the Author(s) specified hereafter and TSR HOBBIES, INC., Lake Geneva, WI 53147, hereafter called TSR.

Author(s): M.A.R. Barker

113 East Elmwood Place

Minneapolis, MN 55419

1. The Author(s) hereby agree to assign to TSR the copyright, the right to publish, sell, and distribute, the set of game rules or game entitled EMPIRE OF THE PETAL THRONE, in any form TSR deems suitable for commercial sales, as well as any other similar rights.

2. TSR hereby agrees to pay the Author(s) a royalty of 10% (ten percent) of the cover price of the game rules or game on each and every copy sold; this royalty to be payable on a quarterly basis reported within 30 days after the end of each quarter, with quarters ending 31 March, 30 June, 30 September and 31 December of each year.

3. TSR also hereby agrees that the ownership of the copyright mentioned above shall revert to the Author(s) not more than 90 days after the set of game rules or game is no longer maintained in-print.

4. This Agreement shall not be considered a valid contract until all parties concerned have signed and dated the contract, but upon so signing the contract shall take effect on a retroactive basis from the date of publication of the set of game rules or game.

TACTICAL STUDIES RULES

E. Gary Gygax, Editor — Date: 5 August 1975

M.A.R. Barker, Author — Date: 11 August 1975

AMENDMENT TO THE AGREEMENT BETWEEN TSR HOBBIES, INC AND M. A. R. BARKER REGARDING THE GAME "EMPIRE OF THE PETAL THRONE

It is hereby understood and agreed that the following amendments shall apply to the standard agreement:

1. The copyright owned by Tactical Studies Rules applies only to games and rules, and it will not apply directly to any other form of material designed and written by the author, M.A.R. Barker. It is understood, however, that should the demand for material to which the copyright does not apply be wholly or partially due to the efforts of Tactical Studies rules advertising and promotion that some form of payment will be due to Tactical Studies Rules, the form to be determined at such time as is applicable.

2. All artwork within the game EMPIRE OF THE PETAL THRONE is the exclusive property of Tactical Studies Rules and may not be used in any form without the permission of Tactical Studies Rules.

3. Tactical Studies Rules will consult with the author regarding any editorial changes, additions to, or deletions from the above named game. After consulting with the author Tactical Studies Rules will return copyright to the author if the author finds the proposed changes unacceptable, but in such an event the author agrees to reimburse Tactical Studies Rules for any and all expenses incurred in the preparation of the game up to that time.

4. The author shall retain control of any possible future designs for miniature figures to be used with the game insofar as the design of said figures is concerned. He shall receive a royalty for any such figures produced, whether or not the author actually designs the figure prototype. The royalty to be paid shall be determined at the time of production.

5. The AGREEMENT, along with this AMENDMENT, shall be null and void at such time as E. Gary Gygax is no longer a principal of Tactical Studies Rules, and a new form of agreement must then be concluded between Tactical Studies Rules and the author, M.A.R. Barker. However, Tactical Studies Rules shall be allowed to dispose of any stock of the game on hand at the time of such disassociation in the usual manner and under the terms of the old AGREEMENT.

THIS AMENDMENT SHALL TAKE EFFECT AS OF THE DATE OF THE AGREEMENT. SIGNATURE BY THE AUTHOR SHALL CONSTITUTE HIS ACCEPTANCE OF ALL TERMS OF THIS AMENDMENT.

E Gary Gygax 5 August 1975

E. Gary Gygax, Editor, TSR HOBBIES, INC

M A R Barker 11 August 1975

M. A. R. Barker, Author

EXHIBIT "C"

A G R E E M E N T

WHEREAS, TSR Hobbies, Inc., a Wisconsin corporation, having its principal offices at 723 Williams Street, Lake Geneva, Wisconsin, (hereinafter referred to as "TSR") and Mr. M. A. R. Barker of Minneapolis, Minnesota (hereinafter referred to as "Author"), being the parties hereto, are also the parties to a certain Agreement which was executed by TSR on August 5, 1975, and by the Author on August 11, 1975;

AND WHEREAS, the parties are mutually desirous of altering, amending, and otherwise changing the provisions and terms of said Agreement of August, 1975;

IT IS HEREBY AGREED, and in consideration of the mutual covenants and restrictions set forth below, that:

I.

Any and all previous contracts of the parties, and specifically including the Agreement of August, 1975, shall be and hereby are mutually rescinded and revoked and deemed to be of no effect; provided, however, that the effective date of the instant Agreement shall be August 11, 1975.

II.

The Author hereby sells, assigns, transfers, and delivers to TSR, its successors and assigns, a certain unpublished original game and game rules entitled: "Empire of the Petal Throne," including the right to secure the copyright thereon and all extensions and renewals of copyrights throughout the world, and the right to publish, sell, or distribute the game or game rules in any form being suitable for commercial sale by TSR, including any adaptation of said game or game rules for board play or figures.

III.

The Author hereby represents and warrants that he is the author of the composition entitled Empire of the Petal Throne. That he has the sole and exclusive right and ability to perform this Agreement. That this game and/or game rules are original and do not infringe upon the rights of third parties.

IV.

Commencing with the quarter ending March 31, 1976, TSR shall pay the Author for the above entitled composition, a royalty of eight and one-half per cent (8½%) of the cover price of the game or game rules on each and every copy sold.

V.

TSR further agrees to pay to the Author a percentage of any royalties TSR receives from the sale, production, or distribution of miniature figures or other related articles based on the game Empire of the Petal Throne. This percentage shall be equal to twenty-five per cent (25%) of any royalty or compensation TSR shall receive from any manufacturer or distributor of miniature figures or other related articles based on Empire of the Petal Throne.

VI.

In the event TSR shall pay royalties to any author, other than Barker, for a game or game rules based upon or utilizing the characters in Empire of the Petal Throne or 'The World of Tekumel' that is produced or marketed by TSR; then, and in such event, TSR shall also pay to Barker an amount equal to two per cent (2%) of the cover price of such game or game rules on each and every copy sold.

VII.

By this Agreement the Author grants to TSR only that which is enumerated in Paragraph II above. All other rights are reserved, of whatever nature or extent, specifically including, but not limited to, the right of the Author to produce, publish, sell, market, exploit, or distribute any other or further public works, literary or artistic works or creations, or other products, commercial or otherwise, based upon or utilizing all or a portion of the characters or mythos of 'The World of Tekumel' from which the game Empire of the Petal Throne is also derived.

Provided, however, in the event the Author shall receive any royalties or other compensation for any such work or product as described immediately above from any third party or parties; then, and in such event, the Author shall pay to TSR an amount equal to twenty-five per cent (25%) of the first $1,000.00 so received, fifteen per cent (15%) of the next $9,000.00 so received, and five per cent (5%) of any amount so received greater than $10,000.00.

For the purpose of determining the payments due under this paragraph each such public work or product shall be considered individually and the amounts received by the Author shall be calculated cumulatively for the duration of any such payments received.

VIII.

All royalties and payments to be paid under the terms of this Agreement shall be payable upon a quarterly basis reported within thirty (30) days after the end of each quarter, with quarters ending on March 31, June 30, September 30, and December 31 of each calendar year.

IX.

TSR further agrees that prior to the selling or distributing of any of the miniature figures referred to under this Agreement, to furnish to the Author, free of cost, for his written approval, a reasonable number of samples of each miniature figure by type. The quality and style of such articles shall be subject to the approval of the Author and the items submitted to the Author shall not be deemed approved unless and until the same shall be approved by the Author in writing. This approval shall not be unreasonably withheld.

After samples have been approved pursuant to the above paragraph TSR shall not depart therefrom in any material respect without the Author's prior written consent. From time to time after TSR has commenced selling the articles and upon the Author's written request, TSR shall furnish without cost to the Author not more than three additional random samples of each individual figure being manufactured and sold under a license granted by TSR.

X.

TSR further agrees that the ownership of any and all copyrights on the work herein being transferred shall revert to the Author upon the termination of this Agreement.

XI.

TSR further agrees that it shall sell a minimum of five hundred (500) copies, including overseas sales, per calendar year. In the event TSR does not sell the 500 copy minimum in any calendar year, the Author shall have the right to terminate this Agreement upon ninety (90) days written notice to TSR. Provided, however, that if TSR is desirous of further printing and marketing said work, it shall give written notice to the Author within thirty (30) days of receipt of the Author's notice of termination and shall within ninety (90) days of receipt of the Author's notice of termination commence further printing of said work, said printing to be in a substantial and commercially reasonable amount.

XII.

Nothing in this Agreement shall prevent TSR from authorizing publishers, agents, and representatives outside of the United States of America from exercising exclusive publication and all other rights in such foreign countries in this composition on the customary royalty basis; and nothing in this Agreement shall prevent TSR from authorizing publishers in the United States of America from exercising exclusive publication rights and other rights in the United States in such composition, provided that TSR shall pay the Author the royalties herein stipulated on all copies wheresoever sold.

XIII.

At any time during the usual business hours and upon forty-eight (48) hours advance notice to an officer of TSR, the Author may have access to all records of TSR and of any United States publisher whom TSR causes to publish said game or game rules, for the purpose of verifying the royalty statements rendered.

XIV.

The Author hereby permits such changes, editing, and arrangements of the game and game rules, and such changes of title as TSR deems desirable, except that prior to the submission of the final draft to the printer, TSR shall notify the Author of any such changes, and upon written request of the Author, shall submit such changes for approval of the Author, who shall not unreasonably withhold his consent thereto.

XV.

In consideration for the efforts of TSR in publishing and marketing the above entitled game, the Author hereby agrees that he will not prepare, edit, or cause to be published in his name or otherwise, any game or game rules which may directly compete with the sale of the aforesaid game.

XVI.

This Agreement sets forth the entire understanding of the parties and it cannot be changed or terminated orally. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and signed at the respective places and on the respective dates listed below:

Executed at Lake Geneva, Wisconsin, this 9th day of June, 1976

TSR HOBBIES, INC.

By: E. Gygax
President

Attest: Brian J. Blume
Secretary

Executed at Minneapolis, Minnesota, this 26th day of March, 1976.

M A R Barker
M. A. R. BARKER, AUTHOR

UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

FOURTH DIVISION

David L. Arneson,

Plaintiff,

vs.

Gary Gygax, Tactical Study Rules, a partnership consisting of Gary Gygax and Brian Blume, and TSR Hobbies, Inc., a corporation,

Defendants.

AFFIDAVIT OF J. MICHAEL HIRSCH IN OPPOSITION TO THE MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF JURISDICTION AND MOTION TO TRANSFER UNDER 28 U.S.C. §1404 (a)

Civil Action No. 4-79-109

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

J. Michael Hirsch, being first duly sworn, on oath, deposes and states as follows:

1. I am one of the attorneys representing David L. Arneson, the Plaintiff in the above entitled action.

2. On information and belief, Defendant's TSR Hobbies, Inc.'s publications and products (including "Dungeons and Dragons, Basic Set", "Monster Manual" and "Players' Handbook") are currently sold at retail through the following stores in the Twin Cities area: Little Tin Soldier Shop, 818 West Lake Street, Minneapolis, Minnesota; Kid's Stores at the Ridgedale Center, Minnetonka, Minnesota, at the Southdale Center, Bloomington, Minnesota, and at Maplewood Mall, Maplewood, Minnesota; Gager's Handicraft at Brookdale Center, Brooklyn Center, Minnesota, at Southdale Center, Edina, Minnesota, at Ridgedale Center, Minnetonka, Minnesota and at Rosedale Center in Roseville, Minnesota; and Dinky Town Game Shop, 327 14th Avenue S.E., Minneapolis, Minnesota.

3. On information and belief, Defendant's TSR Hobbies, Inc.'s publications and products (including "Dungeons and Dragons, Basic Set", "Monster Manual" and "Players' Handbook") are currently sold at wholesale by at least one wholesaler in the State of Minnesota, Aladdin Distributors, Burnsville, Minnesota. This wholesale outlet for TSR products was solicited by Rick Meinece, Defendant TSR Hobbies, Inc's sales representative who resides in St. Louis Park, Minnesota.

Filed MAY 15 1979 10
Harry A. Steben, Clerk
By Carol L. Dubinsky
Deputy

(17)

4. On information and belief, Defendant TSR Hobbies, Inc. has also negotiated with Jolly's Toys & Hobbies to sell TSR products through these retail stores located at Apache Plaza, Minneapolis, Minnesota, and at Southtown Center, Bloomington, Minnesota and at 2091 Hudson Road, 1891 S. Robert Street W. and 2136 Ford Parkway, St. Paul, Minnesota.

5. On information and belief, Defendant Gygax and TSR Hobbies, Inc. have actively solicited sales in Minnesota through advertising. See Exhibits "B" and "C" attached to the Affidavit of David Arneson. In addition to the current advertising attached to Plaintiff Arneson's affidavit, Affiant also attaches examples of earlier advertisements for TSR products which appeared in gaming magazines circulated and purchased in the State of Minnesota. Said ads are attached hereto and incorporated herein by reference as Exhibits "A" and "B".

6. Affiant does not believe that either Plaintiff or the Defendants will require many witnesses in regard to the present action. Essentially the questions involved in the present case revolve around the construction of the terms of a one page agreement between the parties (attached to Plaintiff's Complaint as Exhibit "A") and a comparison of the publications. A sample of the type of comparison involved here is indicated by Exhibit "C" attached hereto which is a copy of the descriptions of "ochre jelly" found in the original "Dungeons and Dragons" and the later "Monster Manual".

FURTHER, YOUR AFFIANT SAITH NOT.

Dated: May 7, 1979.

J. Michael Hirsch
J. Michael Hirsch

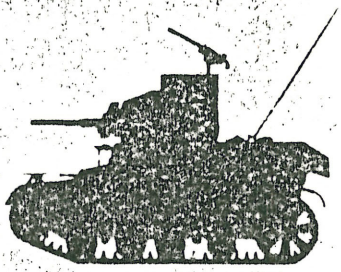
Subscribed to and sworn to before me a
Notary Public on this ____ day of May, 1979.

Marilyn M. Condoluci
Notary Public

MARILYN M. CONDOLUCI
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 23, 1981

EXHIBIT "A"

Wargamer's Digest



The Magazine Of Strategy, Tactics, And Game Playing

VOL. 3, NO. 12 OCTOBER 1976 95c

3rd ANNIVERSARY ISSUE

Napoleon's Battle Of The Central Position
The Development Of The Armored Fighting Vehicle
Hidden Moves In Wargaming - The Mechanics Involved
Ancient Armies — A Guide To Unit Breakdown
Conversions, New Equipment-Soldiers, Unit Organizations

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SWORDS & SPELLS - D & D Miniatures Rules	$5.00

To order send check or money order to:
TSR HOBBIES, INC., ROOM 8
P.O.B. 756, Lake Geneva, WI 53147

- ☐ DUNGEONS & DRAGONS $10.00
- ☐ ____ SUPPLEMENTS - Numbers _____ $5.00 ea.
- ☐ SWORDS & SPELLS $5.00
- ☐ THE DRAGON - $9.00
  1 year subscription, Bi-Monthly magazine of fantasy and science fiction gaming and fiction.

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Address _____
City _____ State ____ Zip ____
Overseas: Send for address of local distributor

TSR HOBBIES, INC.
P.O. BOX 756
LAKE GENEVA, WI 53147

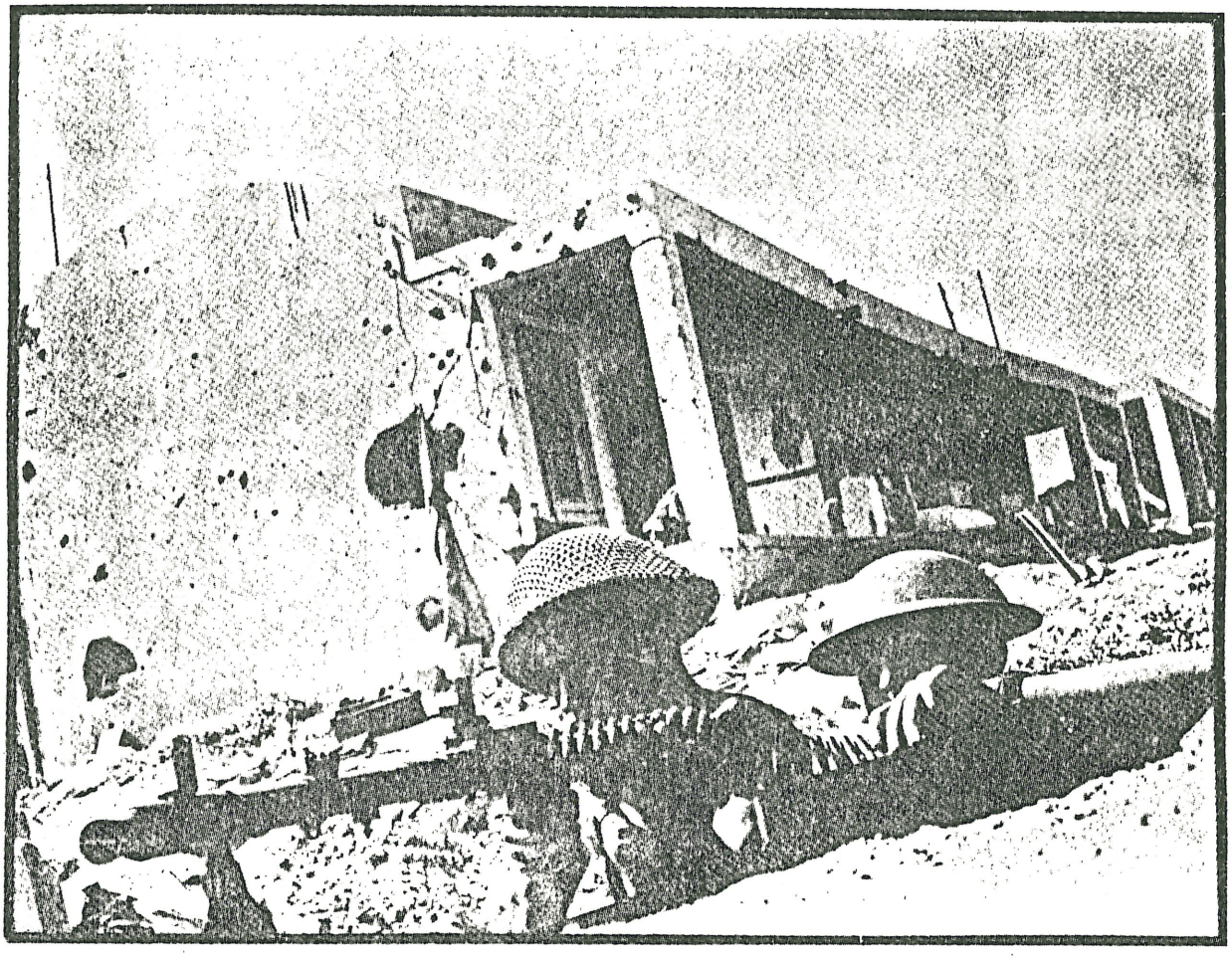
EXHIBIT "B"

PANZERFAUST and

campaign

MARCH - APRIL *magazine*

Featuring: JERUSALEM! Strategic and Tactical Analysis



NEYBA - the front line, Oct. 1948

PHOTO COURTESY S.D.C. CONFLICT PHOTO ARCHIVES

Number 78 $1.75

PANZERFAUST and
Campaign
Magazine

MARCH · APRIL 1977, Number 78

LINE OF COMMUNICATIONS

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FOUNDED BY DONALD GREENWOOD

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Our Dealer in BRITAIN is Skytrex, Ltd., 28 Church St., Wymeswold, Leicestershire, England. Skytrex also handles subscriptions for the United Kingdom.

Publisher and Editor — DON LOWRY
Asst. Publisher & Art Director — JULIE LOWRY

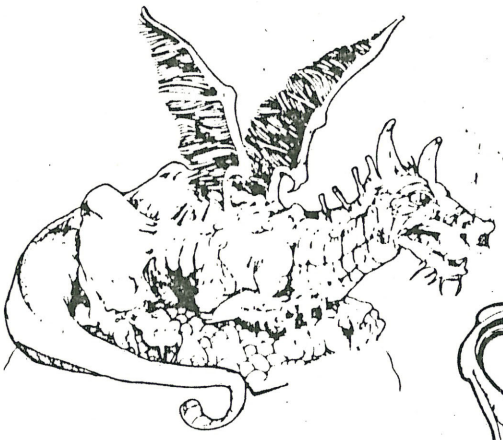
PO Box 896, Fallbrook, CA 92028

Those of you who have ordered Rand Games from us are probably wondering where they are. So were we, so I called Jim Cumbo, of Morningside Game Project (from whom we'd ordered them), coast to coast, to find out. Evidently they've found it takes longer to assemble game components than they thought. And the snows in New York have made it hard for them to get things together. But, supposedly, as of mid-January they're on their way. Hopefully, by the time you read this they'll already be on their way from us to you.

We have bad news for our Canadian and overseas subscribers. We have been bearing the extra cost of mailing the magazine to you, compared to mailing within the U.S., but we can do so no longer. First of all, we have to send the magazines leaving the country in envelopes, while the others go with just their wrapper. So there is the cost of the envelopes, and the extra postage due to the weight of the envelope. And the work of stuffing the magazines into the envelopes. The magazines that stay in the states are mailed as third class, bulk-rate, because we do the sorting and bundling ourselves. Because of this they only need the preprinted permit number. Copies going out of the states cannot go bulk rate. Therefore they all must have stamps stuck on them - more work. But most of all, the postage charges for the "printed matter" foreign copies is more than five times that of the bulk mail U.S. copies! Because of all this, and the growing mumber of foreign subscriptions we've been receiving, we simply *must* start charging extra for them. You'll find the new rates within. They are only $1.00 more per year than the domestic rates - less than 17¢ per issue. We have also formulated airmail rates for foreign subscribers, as some seem to be willing to pay the extra costs for quicker delivery.

We had planned to announce the results of the Best Game of the Year and the Best Game So Far survey this time. But to allow time for overseas ballots to arrive, and time to get the plaques made up so we can have pictures of them with the announcement, we'll wait until next time. The plaques will be presented to the respective publishers at the Lake Geneva Convention (GEN CON X) this summer (August 18-21). More information on this convention can be found in "G2 Reports". I hope to see many of you there. It's closer for us than Origins '77 by two days drive, *each way!* (Besides having no desire to ever get within 50 miles of

Continued on page 33



The Dragon

HAS ARRIVED!

FORMERLY THE STRATEGIC REVIEW, THERE IS NOW A NEW LOOK TO THE ONLY PROFESSIONAL MAGAZINE OF FANTASY, SWORDS & SORCERY, AND SCIENCE FICTION GAMING

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- Boardgames
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IN THE FIRST ISSUE

Fritz Leiber
Gary Gygax
M.A.R. Barker
Larry Smith
Scott Bizar
plus...
"Creature Features"
"Mighty Magic Miscellaney"
"In The Cauldron"
and More!

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BI-MONTHLY AT BETTER HOBBY SHOPS AND BOOK STORES OR FROM:

THE DRAGON
P.O.B. 756
Lake Geneva, WI 53147

Monster Type	Number Appearing*	Armor Class	Move in Inches**	Hit Dice	% In Liar	Type or Amount of Treasure
Ochre Jelly	1	8	3	5	Nil	Nil

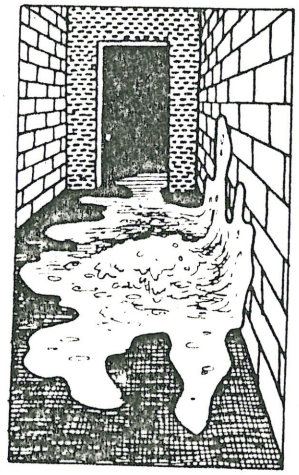
OCHRE JELLY: The clean-up crew includes Ochre Jelly and similar weird monsters. Ochre Jelly is a giant amoeba which can be killed by fire or cold, but hits by weaponry or lightening bolts will merely make them into several smaller Ochre Jellies. Ochre Jelly does not affect stone or metal, but it does destroy wood, and it causes one die of damage per turn it is in contact with exposed flesh. It seeps through small cracks easily.

Dungeons and Dragons, Volume 2, pp. 3 and 19.

Advanced Dungeons and Dragons, Monster Manual, p. 75

OCHRE JELLY

FREQUENCY: *Uncommon*
NO. APPEARING: *1-3*
ARMOR CLASS: *8*
MOVE: *3"*
HIT DICE: *6*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: *3-12*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *See below*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *M*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*



Ochre jelly are a form of giant amoeba. They seep about in dungeons, hunting for any form of flesh or cellulose to devour -- they far prefer the former. Their amorphous form allows them to flow through small spaces. They can travel along walls or ceilings with ease. The fluids excreted by these creatures dissolve flesh (3-12 hit points per round of exposure).

Striking the ochre jelly with lightning bolts simply divides the creature into one or more smaller creatures, each doing one-half normal damage. Cold and fire based attacks have normal effect.

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

Civil Action No. 4-79-109

GRAY GYGAX, TACTICAL STUDY RULES, a partnership consisting of Gary Gygax and Brian Blume, and TSR HOBBIES, INC., a corporation.

SUPPLEMENTAL AFFIDAVIT OF BRIAN J. BLUME IN SUPPORT OF MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF PERSONAL JURISDICTION OVER DEFENDANTS

Defendants.

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

BRIAN J. BLUME, being first duly sworn, on oath, deposes and states as follows:

1. I am presently Secretary and Chairman of TSR Hobbies, Inc., a Wisconsin corporation, and reside at 772 Main Street, Lake Geneva, Wisconsin.

2. Defendant, Gary Gygax, is President of TSR Hobbies, Inc., but is not the largest or controlling shareholder. Gygax owns less than 1/3 of the voting stock of TSR Hobbies, Inc., and contrary to Plaintiff's argument in its Memorandum opposing Defendants Motion to Dismiss, Gygax does not "completely control the activities" of Defendant, TSR Hobbies, Inc.

3. The initial printing of the original game rules DUNGEONS & DRAGONS, consisted of 1,000 copies. Sales of this initial printing from January, 1974, and for a ten month period thereafter, were insufficient to sell out the initial thousand copies printed. The initial sales of the game rules DUNGEONS & DRAGONS were relatively low at the

Filed MAY 15 1979 19
Harry A. Sieben, Clerk
By Carol L. Dubrosky
Deputy

(10)

time the Partnership, Tactical Studies Rules, entered into the April, 1974 royalty Agreement (Plaintiff's Exhibit A) relating to sales of the game rules DUNGEONS & DRAGONS. Less than 2,000 copies of the game rules DUNGEONS & DRAGONS were sold during an 18 month period after the initial printing in January of 1974.

4. At the time Tactical Studies Rules entered into the royalty Agreement with Plaintiff, Arneson, the Partnership did not contemplate or intend that Arneson would be entitled to royalty payments for sales of related, but later and separately developed works, such as ADVANCED DUNGEONS & DRAGONS, MONSTER MANUAL and ADVANCED DUNGEONS & DRAGONS, PLAYERS HANDBOOK.

5. Contrary to Plaintiff's allegations, the works ADVANCED DUNGEONS & DRAGONS, MONSTER MANUAL and ADVANCED DUNGEONS & DRAGONS, PLAYERS HANDBOOK are not "copied in substantial part and wholly derived" from the original game rules DUNGEONS & DRAGONS. The vast majority of the material in the ADVANCED DUNGEONS & DRAGONS works is entirely new material, or is substantially different material, when compared to the original game rules DUNGEONS & DRAGONS. For example, illustrations and descriptions of the monsters contained in the MONSTER MANUAL under the headings "DEVIL" and "DINOSAUR" (pages 20-28 inclusive) is material not contained in the original game rules DUNGEONS & DRAGONS. Similarly, the monsters named ANHKHEG, BULETTE, IMP, QUASIT, REMORHAZ, and XORN, respectively contained on pages 6, 12, 54, 80, 82, and 102, of the MONSTER MANUAL, also provide examples of material not contained in the original game rules DUNGEONS & DRAGONS. Copies of pages 20-28 inclusive,

and copies of portions of pages 6, 12, 54, 80, 82, and 102, illustrating the above referenced monsters, contained in the MONSTER MANUAL, but not contained in the original game rules DUNGEONS & DRAGONS, are attached hereto as Exhibit A.

6. Plaintiff, Arneson, was not employed by TSR Hobbies, Inc. to write or in any way contribute to the materials contained in the ADVANCED DUNGEONS & DRAGONS works.

7. I make this Affidavit in support of Defendants' Motion to dismiss this action for lack of personal jurisdiction over Defendants, Gary Gygax and TSR Hobbies, Inc., and in support of Defendant's Alternate Motion to transfer this action under 28 U.S.C.§1404(a).

If sworn as a witness, I am able to testify competently as to the facts contained herein.

Dated at Milwaukee, Wisconsin this 10th day of May, 1979.

Brian J. Blume

Subscribed and sworn to
before me this 10th day
of May, 1979.

John L. Beard
Notary Public, State of Wisconsin
My Commission is Permanent.

SUPPLEMENTAL AFFIDAVIT OF BRIAN BLUME
EXHIBIT A

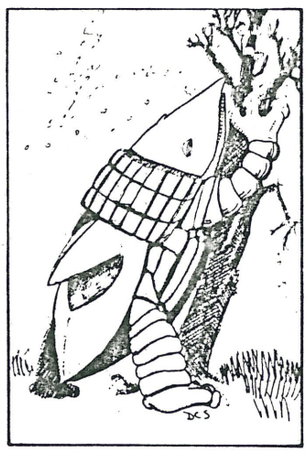
ANHKHEG

FREQUENCY: *Rare*
NO. APPEARING: *1-6*
ARMOR CLASS: *Overall 2;*
Underside 4
MOVE: *12" (6")*
HIT DICE: *3-8*
% IN LAIR: *15%*
TREASURE TYPE: *C*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: *3-18 (+1-4)*
SPECIAL ATTACKS: *Squirt acid*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non*
ALIGNMENT: *Neutral*
SIZE: *L (10' to 20' long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

The anhkheg burrows through the earth like an earthworm preferring soil rich in minerals and organic matter. Thus it will usually be found in forests and choice agricultural land. This causes farmers great consternation, since the anhkheg likes to supplement its earthly diet of soil with a bit of fresh meat, human or otherwise. Since its mouth is not designed to rip and tear meat, its mandibles crush its prey and secrete a digestive enzyme causing an additional 1-4 points per turn until the prey is completely dissolved. If sorely pressed in battle it is able to squirt its digestive acids 30 feet once per six hours. However when it does this it cannot digest anything for the same length of time, so it usually will bite. A squirt of digestive acid causes 8-32 hit points of damage to the creature struck, half the amount if the creature makes its saving throw. The anhkheg's favorite method of attacking is lying 5-10 feet underneath the ground until its antenna detects a likely victim passing overhead. Then it burrows out directly underneath the prey and grabs it.

Description: The anhkheg has a chitinous shell which is brownish in color. Its underside is pinkish. The creature's eyes are glistening black.

BULETTE



FREQUENCY: *Very rare*
NO. APPEARING: *1-2 (10% chance)*
ARMOR CLASS: *-2/4/6*
MOVE: *14" (3")*
HIT DICE: *9*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *3*
DAMAGE/ATTACK: *4-48/3-18/3-18*
SPECIAL ATTACKS: *8' jump*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Animal*
ALIGNMENT: *Neutral*
SIZE: *L (9½' tall, 12'+ long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

The bulette (or landshark) was thought to be extinct until recently when this horror reappeared. It was the result of a mad wizard's experimental cross breeding of a snapping turtle and armadillo with infusions of demons' ichor. They range temperate climates feeding on horses, men, and most other flesh — although they dislike dwarf and shun elf of any sort. They love hobbit and will hungrily dig them from their burrows. The stupid bulette is irascible and always hungry, and they fear nothing, so a bulette will attack a large, powerful party just to eat a horse or two. Sometimes the crest of a burrowing landshark will break the ground — thus the name "landshark." When fighting they usually employ their front feet and gaping maw, but when cornered or seriously wounded they can jump up to 8' in the air with blinding speed and strike with all four feet (3-18 points damage for each of the rear feet as well). The shell under the bulette's crest, an area about a foot and one-half square is only AC 6, and in a fierce fight the monster tends to raise its crest and expose this vulnerable area. Its eyes are armor class 4, but they are relatively small (8" oval).

The bulette is solitary. Only a mated pair will share the same territory. No young have ever been seen, but smaller (as few as 6 hit dice) specimens have been killed. No one is certain how or where the young are born or hatched. Very large bulette have been reported, one being no less than 11 hit dice and over 11' tall at the shoulder. The great plates behind the bulette's head are highly prized for use in shield making, for a skilled dwarven craftsman can fashion them into a shield of +1 to +3 value.

Description: Typical specimens have blue-brown heads and hind portions, with plates and scales of grey-blue to blue-green. Nails and teeth are dull ivory. The area around the eyes is brown-black, the eyeballs are yellowish, and the pupils of the eyes are dark-green.

wands must be made or the victim is *paralyzed*; 3rd — if a hit is scored the saving throw versus *magic* must be made or the victim is *confused* (as per the spell). Yeenoghu speaks all of the "giant class" languages, as well as the common tongue. He can also telepathically project his speech to any single creature, but he cannot thereby influence them other than by the persuasiveness of his speech. He sees into the ethereal and astral planes. Yeenoghu is able to use any of the following magical powers, one per melee round: *darkness* (10' radius); *magic missile* (3/day, 6 missiles/cast), each doing 2-8 points of damage and having a +2 to hit; *detect magic, read magic, read languages, detect invisible objects, invisibility, fly, hold person, dispel magic* (equal to a 20th level magic-user), *suggestion, polymorph self, fear* (as a fear wand), *teleport, telekinese* 10,000 gold piece weight, *transmute rock to mud, mass charm,* and *gate* in type I demons (once/day, 80% chance for from 2-5).

Description: Yeenoghu resembles a human in general form, but only at first glance. His head is that of a hyena, his chest is canine in form, his hands are paw-like, and his feet are pawed. Yeenoghu is thin to the point of being skeletal, and his only body hair is a mangy crest of putrid yellow from his head to his mid-back. Yeenoghu's skin is a dead grey in color, and it is smooth. His eyes are lambent amber and large.

DEVIL

The inhabitants and rulers of the planes of hell are principally devils, the most powerful of lawful evil creatures. They somewhat resemble the demons of chaos in their characteristics and abilities, and general attributes will be dealt with below, while specifics pertaining tp each individual type or arch-devil are given in the category or name detail listings.

Devils follow a definite order, a chain of command, which they dare not break for fear of the arch-devils. Still, there is great rivalry, even open antagonism, between the devils of the various planes and between the various arch-devils. While the lesser devils squabble, the dukes of Hell vie to usurp the throne of Asmodeus. But the Archfiend has always succeeded in playing one off against the other, and still rules from his lowest plane.

All devils are able to move about the planes of Hell (although they dare not do so without authorization, save for the dukes). They can move to the planes of *Gehenna, Hades,* and *Acheron* at will. Devils can also move through the astral plane, although they seldom do so. No devil is able to enter the other planes unless the proper ritual is performed, a gate is opened, or the proper name of a devil is spoken (and heard).

It is possible to destroy the material form of a greater devil or duke of Hell, but such creatures can not actually be slain unless encountered and fought in Hell or those lower planes adjacent to it. Devils can never be subdued. The lesser ones will always fight until destroyed; the greater ones will negotiate if seriously threatened. Devils will serve if properly commanded, but it is risky business, for an improper command will break the law which binds them to service. (It also typically requires a contract for the soul of the creature commanding the internal power to obey.) It is possible for other than lawful evil persons to invoke or otherwise treat with devils (but the long spoon, oft spoken of, had better be used when supping with such monsters). Magic circles will keep devils off for a time if they are properly scribed (and ensymboled in the case of a greater and arch-devils). Devils are repelled by holy (good) artifacts or relics.

All devils can direct their attacks against two or more opponents if the means are at hand. If a greater devil has its material form destroyed it is forced to lemure status for nine decades of torment before it resumes its former station. If the material form of a duke is destroyed, that arch-devil is bound to its own particular plane of Hell for a decade (unless again properly called forth prior to the end of the 10 years) and a great loss of face is suffered (and fury in Hell is unmatched then).

Devils' Talismans: Each type of lesser devil has a special combination of inscriptions which will bind them to the wielder for the space of nine days, or at least prevent the devils of that type from harming the possessor. Greater devils can likewise be commanded for nine hours or kept at bay. Arch-devils' talismans will cause them to perform a single service, or prevent the bearer from being harmed by a particular duke of Hell, when properly used. The employment of any devil's talisman requires great care and caution. Human sacrifice is required of evil creatures using a talisman. Merely looking at these talismans is dangerous. If not properly protected by spells or a magic circle, study of a charm gives a 10% chance of summoning the kind or specific devil to whom the talisman belongs. Speaking the name on the talisman will always call forth the kind or specific devil. Arch-devils will be aware of improperly protected talismans, and they will send something to slay persons in possession of them if the talismans pertain to them or their planes.

General Characteristics:

Only erinyes, barbed devils, and bone devils can be hit by non-magical weapons. The greater devils (malebranche, ice devils, and pit fiends) can be struck by magical weapons, or weapons of silver, but ordinary arms do them no harm.

All devils have or are able to perform the following:

Charm Person
Suggestion
Illusion
Infravision
Teleportation (no error)
Know Alignment
Cause Fear (effect varies)
Animate Dead

Devils are able to summon their fellows, summoning being similar to a *monster summoning* spell.

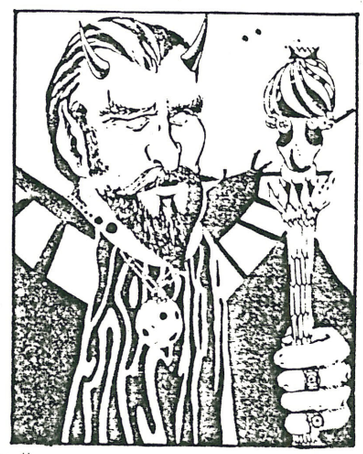
Because they have a special form of telepathy, devils are able to understand and converse with any intelligent creature.

Devils are affected by the listed attack forms as noted below:

Attack	Maximum Damage Will be:
acid	full
cold	half
electricity (lightning)	full
fire (dragon, magical)	none
gas (poisonous, etc.)	half
iron weapon	none*
magic missile	full
poison	full
silver weapon	full

*unless affected by normal weapons, in which case damage will be according to the weapon type.

Asmodeus (Arch-devil)



FREQUENCY: *Very rare*
NO. APPEARING: *1*
ARMOR CLASS: *-7*
MOVE: *12"/24"*
HIT DICE: *199 hit points*
% IN LAIR: *90%*
TREASURE TYPE: *I, R, U, V*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: *4-14*
SPECIAL ATTACKS: *See below*
SPECIAL DEFENSES: *+3 or better weapon to hit*
MAGIC RESISTANCE: *90%*
INTELLIGENCE: *Supra genius*
ALIGNMENT: *Lawful evil*
SIZE: *L (13½' tall)*
PSIONIC ABILITY: *366*
Attack/Defense Modes: *All/all*

Asmodeus, arch-fiend, the Overlord of all the dukes of Hell rules by both might and wit. He is physically stronger than any other devil (as strong as a storm giant) and the most cunning and artful. His mighty palace rests upon the floor of the lowest rift in Hell's ninth plane. His servitors are *pit-fiends* (q.v.) and whichever of the other lesser and greater devils he commands to service. Once per year he can command the arch-devils to attend his court and pay homage.

The powers possessed by Asmodeus which are usable at will, once per turn or melee round, are: *pyrotechnics, produce flame, wall of fire, ice storm, wall of ice, continual light, read languages, read magic, detect invisible, locate object, invisibility, dispel magic, hold person, hold monster, shape change, beguile, rulership, mass charm, geas, restoration, raise dead fully,* or (fulfill another's) *wish*. Asmodeus can use the following powers once

per day: *symbol of pain, symbol of insanity, symbol of hopelessness* (save versus magic or submit to Asmodeus' will), *(un) holy word*. He can always *summon* 2 lesser or 1 greater devil. The gaze of this arch-fiend causes *fear, fear and weakness* or *chill* (slows 50% and -5 on all dice rolls) at his option, saving throw versus magic applies.

Asmodeus has a glowing rod of pure ruby. It acts as a *rod of absorption*. It also causes serious wounds on anyone touched by its opaline tip. Upon command it will shoot forth a cone of frost, a jet of acid, or a bolt of lightning (all according to the appropriate dragon breath weapon). The value of this instrument is 1,000,000 gold pieces considering the gem qualities only!

Description: There can be no question that Asmodeus is the most handsome of all devils as well as being the strongest and most cunning. The ultimate evil he represents can be seen in his beauty only when he so wills or if he forgets himself and flies into a rage.

Baalzebul *(Arch-devil)*

FREQUENCY: *Very rare*
NO. APPEARING: *1*
ARMOR CLASS: *-5*
MOVE: *9"/24"*
HIT DICE: *166 hit points*
% IN LAIR: *80%*
TREASURE TYPE: *E, R, V*
NO. OF ATTACKS: *See below*
DAMAGE/ATTACK: *See below*
SPECIAL ATTACKS: *See below*
SPECIAL DEFENSES: *+3 or better weapon to hit*
MAGIC RESISTANCE: *85%*
INTELLIGENCE: *Genius*
ALIGNMENT: *Lawful evil*
SIZE: *L (12' tall)*
PSIONIC ABILITY: *313*
Attack/Defense Modes: *All/all*

The sixth and seventh planes of Hell, *Malbolge* and *Maladomini* respectively, are ruled by Baalzebul, "Lord of the Flies" ("lies"?) He is an arch-devil of great power, second only to Asmodeus. Malbolge is a black stone plane, filled with stinking vapors, smokes, fire pits, and huge caves and caverns. Maladomini is similar, but there will be found the moated castles of the *malebranche* and the great fortress of Baalzebul.

This arch-devil can employ any of the following powers, one at a time, as desired, during a turn or melee round, as applicable: *pyrotechnics, produce flame, wall of fire, continual light, read languages, read magic, detect invisible, locate object, invisibility, dispel magic, shape change, beguile, rulership* (as a rod of rulership), *hold person, charm monster, geas, restoration, raise dead fully*, (fulfill another's) *wish*. Once per day Baalzebul can use: *symbol of pain, symbol of insanity, (un) holy word*. He can always *summon* 1-4 horned devils. His glance causes *fear* and *weakness* (saving throw versus magic or collapse in trembling until 1-4 melee rounds after the gaze is lifted) whenever he directly stares at any person.

Barbed (Lesser devil)

FREQUENCY: *Uncommon*
NO. APPEARING: *1-2 or 3-12*
ARMOR CLASS: *0*
MOVE: *12"*
HIT DICE: *8*
% IN LAIR: *50%*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *3*
DAMAGE/ATTACK: *2-8/2-8/3-12*
SPECIAL ATTACKS: *See below*
SPECIAL DEFENSES: *See below*
MAGIC RESISTANCE: *35%*
INTELLIGENCE: *Very*
ALIGNMENT: *Lawful evil*
SIZE: *M (7' tall)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

Barbed devils populate the third and fourth planes of Hell. They are excellent guards and alert at all times (never surprised). Unauthorized creatures are immediately cast into one of the many cells to be tormented.

While these monsters carry no weapons, they have sufficient weaponry with their horny, barbed hands and horrid tails. They are able to generate fear (saving throw versus wand is applicable) upon striking an opponent. Barbed devils can perform any of the following, one at a time, per turn or melee round, as applicable: *pyrotechnics, produce flame, hold person*, or *summon* another barbed devil (30% chance of success).

Bone (Lesser devil)

FREQUENCY: *Uncommon*
NO. APPEARING: *1-2 or 2-8*
ARMOR CLASS: *-1*
MOVE: *15"*
HIT DICE: *9*
% IN LAIR: *55%*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: *3-12*
SPECIAL ATTACKS: *See below*
SPECIAL DEFENSES: *See below*
MAGIC RESISTANCE: *40%*
INTELLIGENCE: *Very*
ALIGNMENT: *Lawful evil*
SIZE: *L (9½' tall)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

Bone devils populate the lower planes of Hell, particularly the fifth. They are particularly malicious and delight in making less powerful creatures suffer. As they prefer cold to heat, these monsters also have ultravision, seeing light in the ultra-violet spectrum at 60' range.

Bone devils have a great bone hook they employ to snare and wound opponents. Any creature caught (hit) by it has a 50% chance of being stuck fast. The bone devil will then strike such victims with its tail doing 2-8 hit points of damage, plus causing a loss of strength (1-4 points) unless a save versus poison is made; strength loss lasts for 10 melee rounds.

At will, once per turn or melee round, as applicable, bone devils can: generate *fear* in a 5' radius sphere, *create illusion, fly, become invisible, detect invisible, fear* (spell), or *summon* another bone devil (40% chance of success). Once per day it is able to create a *wall of ice*.

Dispater (Arch-devil)

FREQUENCY: *Very rare*
NO. APPEARING: *1*
ARMOR CLASS: *-2*
MOVE: *15"*
HIT DICE: *144 hit points*
% IN LAIR: *80%*
TREASURE TYPE: *Q (×10), S*
NO. OF ATTACKS: *See below*
DAMAGE/ATTACK: *See below*
SPECIAL ATTACKS: *See below*
SPECIAL DEFENSES: *+2 or better weapon to hit*
MAGIC RESISTANCE: *80%*
INTELLIGENCE: *Genius*
ALIGNMENT: *Lawful evil*
SIZE: *M (7' tall)*
PSIONIC ABILITY: *266*
Attack/Defense Modes: *All/all*

Dispater is the ruler of Hell's second plane. His capitol is the iron city of Dis named after the whole of the plane. Dispater's palace there is infernali grand. The city is filled with zombies, *erinyes* (q.v.), and a sprinkling c barbed devils and malebranche.

The following powers are possible at will for Dispater, one at a time pe turn or melee round, as applicable: *pyrotechnics, produce flame, wall c fire, light, read magic, read languages, detect invisible, shape change beguile, geas, restoration, raise dead fully*, (fulfill another's) *wish*. He ca

summon 1-3 erinyes (75%) or (25%) a pit fiend (90% chance of success). Once per day Dispater can employ a *symbol of pain;* he can also pronounce an *(un)holy word* once per day. His stare causes *fear* or *chill* in all persons who fail their saving throws versus magic.

Description: Dispater is evilly handsome, and only his small horns, tail, and cloven left hoof distinguish him from humanity. He has a rod which has the powers of a rod of rulership and a double strength staff of striking (4-24 hit points of damage).

Erinyes (Lesser devil)

FREQUENCY: *Uncommon*
NO. APPEARING: *1-3 or 4-16*
ARMOR CLASS: 2
MOVE: *6"/21"*
HIT DICE: 6 + 6
% IN LAIR: 20%
TREASURE TYPE: *R*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: 2-8
SPECIAL ATTACKS: *See below*
SPECIAL DEFENSES: *See below*
MAGIC RESISTANCE: 30%
INTELLIGENCE: *Average*
ALIGNMENT: *Lawful evil*
SIZE: *M (6' tall)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

The erinyes are the devils common to Hell's second plane as well as the kind most commonly sent forth to garner more souls. They are female but can appear as male. They are armed with a magical dagger which drips a caustic venom and causes terribly painful wounds (save versus poison or faint for 1-6 melee rounds). They also carry a rope of entanglement with which to bind their victims. Erinyes can be struck with normal weapons. They can, at will, cause fear in all who look at them (saving throw versus wand is applicable). In addition, they have the power to do any one of the following during any turn or melee round, as applicable: *detect invisible, locate object, invisibility, polymorph self, produce flame,* or *summon* another erinyes (25% chance of success).

Erinyes are strong — 18/01, but no hit/damage bonuses are applicable. They will pursue evil persons unceasingly in order to take them alive into Hell. They will sometimes bargain with others, hoping to tempt them into evil doing.

Geryon (Arch-devil)

FREQUENCY: *Very rare*
NO. APPEARING: *1*
ARMOR CLASS: *-3*
MOVE: *3"/18"*
HIT DICE: *133 hit points*
% IN LAIR: *70%*
TREASURE TYPE: *H, R*
NO. OF ATTACKS: *3*
DAMAGE/ATTACK: *3-18/3-18/2-8*
SPECIAL ATTACKS: *See below*
SPECIAL DEFENSES: *See below*
MAGIC RESISTANCE: *75%*
INTELLIGENCE: *Exceptional*
ALIGNMENT: *Lawful evil*
SIZE: *L (10' tall, 30' long)*
PSIONIC ABILITY: *213*
Attack/Defense Modes: *All/all*

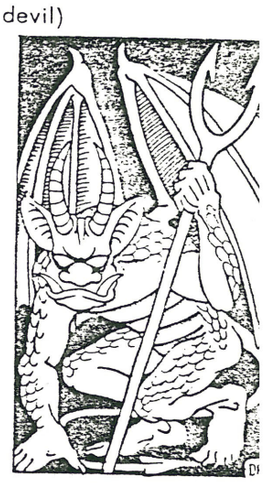
Sometimes referred to as the "Wild Beast," Geryon is the gigantic ruler of the fifth plane of Hell. This arch-devil is as powerful as a storm giant, and he loves to grab his opponents and rend them with his claws while stabbing them with his terrible poisonous tail (save versus poison at -4 on die). Geryon dwells in a huge castle in the very middle of the plane, and seldom ventures forth.

Geryon is able to use any of the following powers at will, once per melee round or turn, as applicable; *ice storm, wall of ice, light, read languages, read magic, detect invisible, locate object, dispel magic, invisibility, shape change, beguile, geas, raise dead fully,* (fulfill another's) *wish.* Once p day Geryon can use a *symbol of pain;* he is likewise able to pronounce *(un)holy word.* He can summon 1-2 bone devils (60%) or (40%) an i devil (95% chance of success). Geryon's glare will cause *fear* in all tho who he directs it upon (saving throw versus magic applicable).

Geryon has a great bull's horn which he can wind. It brings forth 5- minotaurs. These monsters will obey to the death. The horn can be blov but once per week.

Description: A handsome head and torso sit atop Geryon's snakey trur This arch-devil has no legs, but travels in a snakelike mode along t ground. He has huge bat wings. His tail is barbed and drips poisc Geryon's arms are strong and hairy, ending in paw-like hands.

Horned (Malebranche) (Greater devil)



FREQUENCY: *Uncommon*
NO. APPEARING: *1-2 or 2-5*
ARMOR CLASS: *5*
MOVE: *9"/18"*
HIT DICE: *5*
% IN LAIR: *55%*
TREASURE TYPE: *I*
NO. OF ATTACKS: *4 or 1+ weapon*
DAMAGE/ATTACK: *1-4/1-4/2-5/1-3 or 1-3 and weapon*
SPECIAL ATTACKS: *See below*
SPECIAL DEFENSES: *See below*
MAGIC RESISTANCE: *50%*
INTELLIGENCE: *High*
ALIGNMENT: *Lawful evil*
SIZE: *L (9' tall)*
PSIONIC ABILITY: *113*
Attack/Defense Modes: *B, C/F, G, H*

The "evil horns" *(male branche)* are primarily from Hell's sixth ar seventh planes. These are the least of the greater devils, and have suc names as "Dogretch," "Evil Tail," and "Bent Wing." They hate anythir stronger than themselves and fear stronger devils accordingly.

If armed, they will carry a two-tined fork (75%) which causes 2-12 points damage, or a barbed whip (25%) which will cause 1-4 points of damag plus a stunning effect for the same number of melee rounds unless saving throw versus magic is made. An unarmed horned devil attacks wi a claw/claw/bite. Armed or unarmed these devils are also able to atta with their tails, causing 1-3 hit points of damage and a wound which w bleed thereafter unless bound up (lose 1 hit point/turn until bound cured). The exude *fear* in a 5' radius (saving throw versus wand applies).

Horned devils can do any one of the following, at will, once per turn melee round, as applicable: *pyrotechnics, produce flame, ESP, dete magic, illusion,* or *summon* another horned devil (50% chance of success Once per day they can create a *wall of fire* of triple normal strength wit regard to the damage it causes (3-24 hit points).

Ice (Greater devil)

FREQUENCY: *Uncommon*
NO. APPEARING: *1 or 1-4*
ARMOR CLASS: *4*
MOVE: *6"*
HIT DICE: *11*
% IN LAIR: *60%*
TREASURE TYPE: *Q, R*
NO. OF ATTACKS: *4*
DAMAGE/ATTACK: *1-4/1-4/2-8/3-12*
SPECIAL ATTACKS: *See below*
SPECIAL DEFENSES: *See below*
MAGIC RESISTANCE: *55%*
INTELLIGENCE: *High*
ALIGNMENT: *Lawful evil*
SIZE: *L (10½' tall)*
PSIONIC ABILITY: *166*
Attack/Defense Modes: *C, D/F, G, H*

The frigid eighth plane of Hell is populated in the main with ice devils. They are greater devils in every sense of the word, preferring to attack and torment victims by means of their claws, mandibles, and tails. A few (25%) carry great spears which inflict 2-12 hit points damage and numb with *cold* the creature thus struck (slow 50% unless save versus paralyzation is made). Being greater devils, they have personal names.

Ice devils can do any one of the following at will, once per turn or melee round, as applicable: *fly, wall of ice, detect magic, detect invisible, polymorph self,* or *gate* in two bone devils (70%) or another ice devil (30%) (60% chance of success). Once per day an ice devil can cause an *ice storm* (as per that spell).

These creatures have ultravision (60'), are able to regenerate 1 hit point per melee round, and a grasping strength of 18/76. They radiate *fear* in a 10' radius (saving throw vs. wand applies).

Lemure

FREQUENCY: *Common*
NO. APPEARING: *5-30*
ARMOR CLASS: *7*
MOVE: *3"*
HIT DICE: *3*
% IN LAIR: *100%*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: *1-3*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *See below*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Semi-*
ALIGNMENT: *Lawful evil*
SIZE: *M*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

The lemures are the form which the dead whom inhabit the Nine Hells are put in. These vaguely human blobs are then tormented by devils. Their minds are quite gone, and they will attack anything non-devilish which they see. Lemures regenerate at a rate of 1 hit point per melee round, so they are not usually destroyed by the wounds inflicted on them by their environment or by the devils filling it. These wretched things can be destroyed permanently only by blessed things (holy water, holy swords, etc.). They are not subject to any form of sleep, charm, or the like.

After being in hell for a time certain lemures will be chosen to form wraiths or spectres (qqv).

Pit Fiend (Greater devil)

FREQUENCY: *Rare*
NO. APPEARING: *1 or 1-3*
ARMOR CLASS: *3*
MOVE: *6"/15"*
HIT DICE: *13*
% IN LAIR: *65%*
TREASURE TYPE: *J, R*
NO. OF ATTACKS: *2*
DAMAGE/ATTACK: *5-8/7-12*
SPECIAL ATTACKS: *See below*
SPECIAL DEFENSES: *See below*
MAGIC RESISTANCE: *65%*
INTELLIGENCE: *Exceptional*
ALIGNMENT: *Lawful evil*
SIZE: *L (12' tall)*
PSIONIC ABILITY: *213*
Attack/Defense Modes: *A, C, E/G, H, I*

The lowest plane of Hell is the home of the dreaded pit fiend, a devil of great power. They possess a terrible strength and the most evil nature. All pit fiends have personal names. They are the personal servants of Asmodeus. Each typically carries an ancus-like weapon and a jagged-toothed club, and all can strike with both in a melee round.

Pit fiends are able to perform any of the following at will, once per turn or melee round, as applicable: *pyrotechnics, produce flame, wall of fire, detect magic, detect invisible, polymorph self, hold person,* or *gate* in 1-3 barbed devils (60%) or another pit fiend (70% chance of success). Once per day a pit fiend can use a *symbol* of pain — (save versus magic or suffer -4 on attack dice rolls to hit and a -2 on dexterity for 2-20 melee rounds). They shed *fear* in a 20' radius (save versus magic is applicable).

All pit fiends have a strength of 18/00. They regenerate at 2 hit points per melee round. If they strike with their tail and score a hit the opponent is held with 2-8 hit points of constriction damage per turn.

DINOSAUR

Dinosaurs are reptiles, their name being derived from the Greek "terrible lizard," descended from a variety of the species called thecodonts. The two orders of dinosaurs are saurischians and ornisthischians. All carnivorous dinosaurs fall into the former order. All armored and/or horned dinosaurs fall into the latter order.

Because of the nature of time in planes where magic works, dinosaurs widely separate in time are discussed hereunder, for they can be found intermingled on some alternate world, strange plane, or isolated continent somewhere. Great detail will not be given to any one kind, but all major forms are depicted.

It must be borne in mind that all of these reptiles are extremely stupid. Their motivation is primarily hunger. The predatory types are both ferocious and voracious. The herbivorous dinosaurs are likewise insatiable eaters, but they tend to either ignore all non-eatable things which do not appear to threaten them or flee in panic from anything which they view as dangerous. Certain plant eaters, however, are aggressive in their defense, and these sorts are dangerous, notably stegosaurs, ankylosaurs and ceratopsians.

Marine dinosaurs might overturn vessels to get at the "food" aboard, or they might snatch unsuspecting creatures from the decks of passing ships. Land carnivores will pursue anything that looks or smells edible, only ceasing pursuit when the prey has obviously moved completely out of their grasp. Herbivorous dinosaur herds might stampede in virtually any direction, as long as it is away from one of the big meat-eaters. Any creature directly in the path of such a stampede will be carried along or killed — the latter if smaller, slower, and weaker.

Anatosaurus (Trachodon)

FREQUENCY: *Common*
NO. APPEARING: *2-12*
ARMOR CLASS: *5*
MOVE: *12"*
HIT DICE: *12*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: *1-4*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (30'+ long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

These are duck-billed dinosaurs of the plant eating sort. They run from attack; their only defense is by a lashing tail.

Ankylosaurus

FREQUENCY: *Uncommon*
NO. APPEARING: *2-5*
ARMOR CLASS: *0*
MOVE: *6"*
HIT DICE: *9*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *1*

DAMAGE/ATTACK: *3-18*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (15'+ long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

This armadillo-like ornithischian weighs four or five tons — most of this weight being his armor plating, side spines, and great knobbed tail. If attacked (or threatened) this creature will lash its tail delivering blows of considerable force. They are herbivores of the same family as paleocincus.

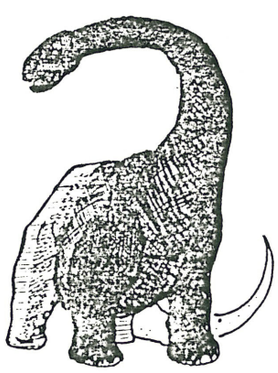
Antrodemus (Allosaurus)

FREQUENCY: *Uncommon*
NO. APPEARING: *1-2*
ARMOR CLASS: *5"*
MOVE: *15"*
HIT DICE: *15*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *3*
DAMAGE/ATTACK: *1-4/1-4/6-24*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (30' long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

One of the most vicious of predators, this monster can run across hard ground at great speed.

Apatosaurus (Brontosaurus)

FREQUENCY: *Common*
NO. APPEARING: *1-6*
ARMOR CLASS: *5*
MOVE: *6"*
HIT DICE: *30*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: *3-18*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (70' long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*



The thunder-lizard is a 40 ton plant-eater found near marshes and lakes. The creature spends much of his time in shallow water to support his bulk. It moves to deep water to avoid carnivores. Apatosaurus ignores small things, but it is prone to step on anything in its way (doing 4-40 points of damage).

Archelon Ischyras

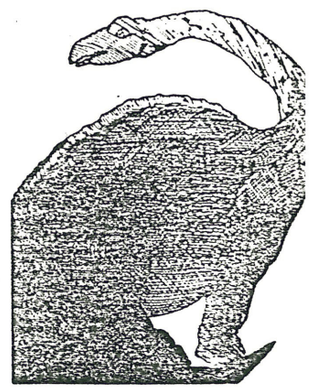
FREQUENCY: *Uncommon*
NO. APPEARING: *1-4*
ARMOR CLASS: *3*
MOVE: *3"/15"*
HIT DICE: *7*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *1*

DAMAGE/ATTACK: *3-12*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (12' dia.)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

These are reptiles but not dinosaurs. These marine turtles seldom ventu onto dry land. Archelon's shell is not solid, but it is nevertheless ve strong.

Brachiosaurus

FREQUENCY: *Uncommon*
NO. APPEARING: *1-6*
ARMOR CLASS: *5*
MOVE: *6"*
HIT DICE: *36*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: *5-20*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (60' long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*



The heaviest of all dinosaurs, these 85 ton monsters dwell in warm swan and lakes. Similar to apatosaurs, they might step on something sm causing 8-80 points of damage.

Camarasaurus

FREQUENCY: *Common*
NO. APPEARING: *2-8*
ARMOR CLASS: *6*
MOVE: *6"*
HIT DICE: *20*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: *3-12*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (50' Long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

These marsh or swamp dwelling herbivores are smallish for their ty They panic more easily than do apatosaurs, for example. Stepping trampling damage is 3-30 points.

Ceratosaurus

FREQUENCY: *Uncommon*
NO. APPEARING: *1-4*
ARMOR CLASS: *5*
MOVE: *15"*
HIT DICE: *8*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *3*
DAMAGE/ATTACK: *1-6/1-6/4-16*
SPECIAL ATTACKS: *Nil*

SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Neutral*
SIZE: *L (17' long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

These smallish semi-bipedal monsters are both heavy and fast. This carnivore is unusual in that it has a horn on its nose, but it does not use it for attacking.

Cetiosaurus

FREQUENCY: *Uncommon*
NO. APPEARING: *1-4*
ARMOR CLASS: *6*
MOVE: *6"*
HIT DICE: *24*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: *3-18*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (60' long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

These huge plant-eaters dwell in lakes and marshes. Their heads are somewhat larger than similar reptiles (apatosaurus, etc.). If they step on some small things — such as a human for example — they do 4-40 points of damage.

Dinichtys

FREQUENCY: *Common*
NO. APPEARING: *1-4*
ARMOR CLASS: *7*
MOVE: *21"*
HIT DICE: *10*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: *5-20*
SPECIAL ATTACKS: *Swallow*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (25' + long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

Dinichtys are not actually dinosaurs but huge prehistoric fish ("terrible fish"). Its huge mouth can swallow man-sized prey (on a score of 20).

Diplodocus

FREQUENCY: *Common*
NO. APPEARING: *1-6*
ARMOR CLASS: *6*
MOVE: *6"*
HIT DICE: *24*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: *3-18*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*

SIZE: *L (80' long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

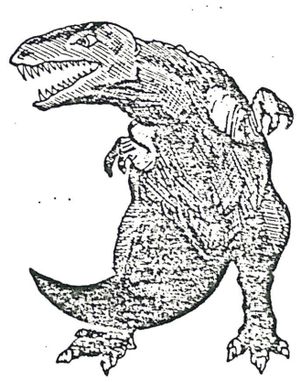
This dinosaur is another semi-aquatic type which eats water plants. It is able to submerge its body to a bottom depth of 30' or so and still breathe easily. If it steps on any small object it causes 3-30 points of damage.

Elasmosaurus

FREQUENCY: *Uncommon*
NO. APPEARING: *1-2*
ARMOR CLASS: *7*
MOVE: *15"*
HIT DICE: *15*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: *4-24*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (50' long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

These long-necked reptiles are rather fish-like in appearance. They are carnivorous and highly aggressive.

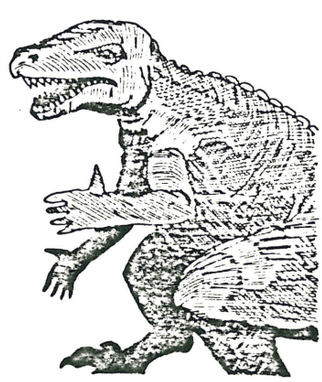
Gorgosaurus



FREQUENCY: *Uncommon*
NO. APPEARING: *1-2*
ARMOR CLASS: *5*
MOVE: *15"*
HIT DICE: *13*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *3*
DAMAGE/ATTACK: *1-3/1-3/7-28*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (30'+ long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

These horrid creatures are probably ancestors of tyrannasaurus rex. The gorgosaurus is a fleet carnivorous dinosaur of very aggressive instincts.

Iguanadon



FREQUENCY: *Common*
NO. APPEARING: *3-18*
ARMOR CLASS: *4*
MOVE: *15"*
HIT DICE: *6*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *3*
DAMAGE/ATTACK: *1-3/1-3/2-8*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (30' long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

These typically bipedal plant-eaters typically travel in herds. They run from

carnivores, but if cornered they will employ their "thumb" spikes and lashing tail to defend themselves.

Lambeosaurus

FREQUENCY: *Common*
NO. APPEARING: *2-16*
ARMOR CLASS: *6*
MOVE: *12"*
HIT DICE: *12*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: *2-12*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (20'+ long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

One of the family of crested herbivorous dinosaurs, this creature is able to see, hear, and smell exceptionally well. They are thus able to detect enemies frequently and flee to safety — either outdistancing the predator or hiding in a swampy area. Other crested dinosaurs include corythosaurus, parasaurolophus, prosaurolophus, and saurolophus.

Megalosaurus

FREQUENCY: *Uncommon*
NO. APPEARING: *1-2*
ARMOR CLASS: *5*
MOVE: *12"*
HIT DICE: *12*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: *3-18*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (25' long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

Megalosaurus often travels on all fours, although they are able to function bipedally. They have very large jaws and teeth, using them to bring down any unsuspecting victim.

Monoclonius

FREQUENCY: *Common*
NO. APPEARING: *2-12*
ARMOR CLASS: *3/4*
MOVE: *6*
HIT DICE: *8*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: *2-16*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (18' long)*
PSIONIC ABILITY: *Nil*
Attack/Defenses Modes: *Nil*

These reptiles somewhat resemble a single-horned rhinoceros. Their head and neck is protected by a bone shield (armor class 3) while their skins are very thick — almost plated. They are herbivorous, but they tend to be somewhat aggressive. They will trample smaller creatures in a charge, inflicting 2-16 hit points damage.

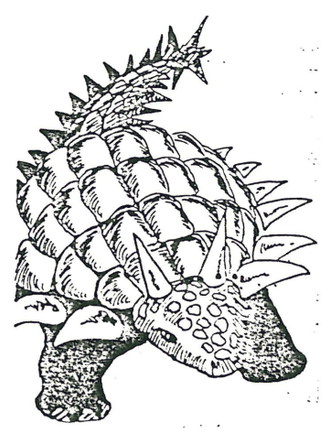
Mosasaurus

FREQUENCY: *Uncommon*
NO. APPEARING: *1-3*
ARMOR CLASS: *7*
MOVE: *3"/15"*
HIT DICE: *12*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: *4-32*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (50' long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

These typical marine dinosaurs travel on land only very slowly, but their flippers move them with ease and grace in water. They prey on all forms of marine animals.

Paleocincus

FREQUENCY: *Uncommon*
NO. APPEARING: *1-4*
ARMOR CLASS: *-3*
MOVE: *3"*
HIT DICE: *9*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: *2-12*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *See below*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (20' long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*



These reptiles are veritable "walking dreadnoughts," for their heavy plated skin, sharp side spines, and spiked tail make them nearly invulnerable to attack. A predator trying to bite one is likely to inflict 3-12 hit points damage upon itself if it scores a hit! Of course, the paleocincus will be lashing its thorny tail to drive off its attacker. These creatures are sometimes aggressive if intruded upon.

Pentaceratops

FREQUENCY: *Common*
NO. APPEARING: *2-12*
ARMOR CLASS: *2/6*
MOVE: *9"*
HIT DICE: *12*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *3*
DAMAGE/ATTACK: *1-6/1-10/1-10*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *See below*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (20'+ long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

This is another of the quadrupedal dinosaurs of the ornithischian order; it is a relative of monoclonius, styracosaurus, and triceratops. It is an aggressive but plant-eating creature. Its shield and horns give its head armor class 2, while its body is armor class 6. If it charges it will trample smaller creatures for 2-20 hit points.

Plateosaurus

FREQUENCY: *Common*
NO. APPEARING: *5-20*
ARMOR CLASS: *5*
MOVE: *12"*
HIT DICE: *8*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *Nil*
DAMAGE/ATTACK: *Nil*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (20'+ long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: Nil

These dinosaurs travel slowly in a bipedal manner, using their tail as a balance in order to watch for enemies as well as reach the leafy crowns of ferns, palms, etc. They can move fairly fast on all fours. These plant-eaters are fairly heavy (about 8-10 tons on the average) and panicky.

Plesiosaurus

FREQUENCY: *Common*
NO. APPEARING: *1-3*
ARMOR CLASS: *7*
MOVE: *15"*
HIT DICE: *20*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: *5-20*
SPECIAL ATTACKS: *See below*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (50'+ long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

The plesiosaurus strongly resembles a snake wearing a turtle's body (sans shell). They tend to be very aggressive and attack anything. The creature's neck is about one-third of its total length, and it is strong and fast. In a marine battle it can strike with its powerful fore flippers for 2-12 points of damage with each.

Pteranodon

FREQUENCY: *Common*
NO. APPEARING: *3-18*
ARMOR CLASS: *7*
MOVE: *3"/15"*
HIT DICE: *3 + 3*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: *2-8*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (30' wing spread)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

Although these flying reptiles typically dive for marine prey, they will attack any creature which appears to be vulnerable. They have no teeth but spear victims with their beaks if they are too large to swallow at a gulp. The beak of a typical pteranodon is about 4' long. The creature weighs only 40 or 50 pounds, but they can carry off prey four times their own weight.

Stegosaurus

FREQUENCY: *Common*
NO. APPEARING: *2-8*
ARMOR CLASS: *-2/5*
MOVE: *6"*
HIT DICE: *18*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: *5-20*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (25' long, 8'+ high)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

Another of the ornithischians, the stegosaurus, or "plated lizard," is a large, very stupid herbivorous dinosaur with aggressive defenses. It thrives nearly anywhere and is often found in Jurassic-like plains or jungles. Its great plates allow the creature to defend 90% of the time at armor class 2. Its spiked tail, with four or more boney spikes of one to over two feet in length, has its own brain; and the stegosaurus turns its rear continually towards an enemy, while tucking its head low. If anything near it seems threatening, it will react in this manner.

Styracosaurus

FREQUENCY: *Common*
NO. APPEARING: *2-8*
ARMOR CLASS: *2/4*
MOVE: *6"*
HIT DICE: *10*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: *2-16*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *See below*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (18' long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

An aggressive plant-eater, styracosaurus tends to charge at anything which appears threatening. The boney plate gives the head area an armor class of 2, and there is a 50% chance that anything attempting to bite its rear portions will be stabbed by one or more of the sharp frills of the head plate, each frill inflicting 1-6 hit points of damage, 1-3 frills possibly striking. If it charges it will trample smaller creatures and do 2-16 hit points of damage.

Teratosaurus

FREQUENCY: *Uncommon*
NO. APPEARING: *1-3*
ARMOR CLASS: *5*
MOVE: *18"*
HIT DICE: *10*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *1-3/1-3/3-18*
DAMAGE/ATTACK: *Nil*
SPECIAL ATTACKS: *Nil*

DINOSAUR (TERATOSAURUS)

SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (20' long, 9' tall)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

A fierce carnivore found mainly on triassic plains, the teratosaurus runs nimbly after any creature which appears to be eatable. They will hunt only on dry land — plains or forest.

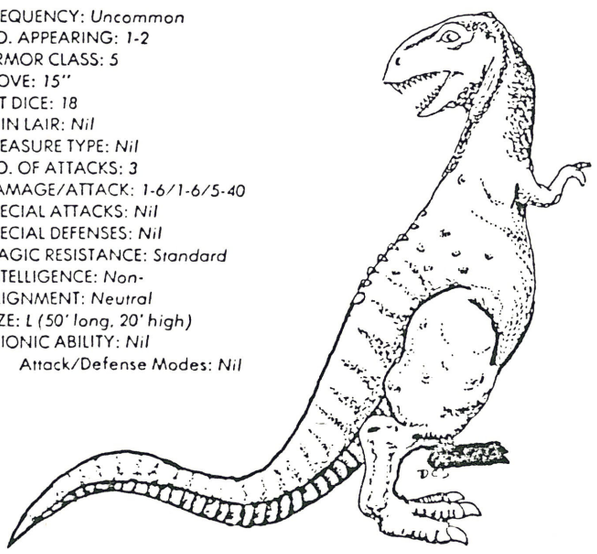
Triceratops

FREQUENCY: *Common*
NO. APPEARING: *2-8*
ARMOR CLASS: *2/6*
MOVE: *9"*
HIT DICE: *16*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *3*
DAMAGE/ATTACK: *1-8/1-12/1-2*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (24'+ long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

The largest of the ceratopsians, and by far the most aggressive, this beaked herbivore is a plains dweller. It has a huge front plate of bone from which project two great horns (3'+ long), while a somewhat shorter horn juts from its nose. Its body is not armored, thus armor class 6. Any creature which infringes on the territory of these reptiles is likely to be charged and speared. Smaller creatures will simply be trampled for 2-24 hit points of damage.

Tyrannosaurus Rex

FREQUENCY: *Uncommon*
NO. APPEARING: *1-2*
ARMOR CLASS: *5*
MOVE: *15"*
HIT DICE: *18*
% IN LAIR: *Nil*
TREASURE TYPE: *Nil*
NO. OF ATTACKS: *3*
DAMAGE/ATTACK: *1-6/1-6/5-40*
SPECIAL ATTACKS: *Nil*
SPECIAL DEFENSES: *Nil*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Non-*
ALIGNMENT: *Neutral*
SIZE: *L (50' long, 20' high)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*



There can be no question that this reptile is the most fearsome and terrible of all carnivorous dinosaurs. Despite its huge size the monster is swift afoot. Its huge head is nearly six feet long, and its teeth are from three to six inches in length. It is a plains dweller, and so stupidly fierce that it will attack a small triceratops, kill it, and swallow its head in one gulp — thus killing itself in a matter of hours as the horns of the victim pierce the stomach of the victor. Of course, this monster will pursue and eat nearly anything, engulfing man-sized creatures whole on a roll of 18 or better.

IMP

FREQUENCY: *Very rare*
NO. APPEARING: *1*
ARMOR CLASS: *2*
MOVE: *6"/18"*
HIT DICE: *2 + 2*
% IN LAIR: *0%*
TREASURE TYPE: *0*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: *1-4*
SPECIAL ATTACKS: *See below*
SPECIAL DEFENSES: *See below*
MAGIC RESISTANCE: *25%*
INTELLIGENCE: *Average*
ALIGNMENT: *Lawful evil*
SIZE: *S (2' tall)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

Imps are very rare on the material plane, but on the planes of Acheron and Hell they are not uncommon. An imp is created from a larva. It is a very minor devil created to spread evil in the form of a familiar to a lawful evil magic-user or cleric. The imp is given the power to *polymorph itself* into animal form at will. The shape it can assume is limited to two of the following: large spider, raven, giant rat, or goat.

In an unpolymorphed state the imp attacks with its tail, and any creature struck by it must save versus poison or die. For hit determination the tail is considered a dagger. In animal form the imp attacks accordingly, the raven and goat having no effective attacks.

All magical powers of an imp are usable whatever form it is in. Imps are able to *detect good* and *detect magic*. They *regenerate* at 1 hit point per melee round. Imps can *become invisible* at will. Once per day they are able to use a *suggestion*. Only silver or magical weapons are effective against imps. Magical attacks employing cold, fire, or electricity do not harm imps, and for purposes of spell attacks upon them imps are considered 7 hit dice creatures.

Imps have average intelligence plus devilish cunning. As familiars they are also able to call upon the intelligence of arch-devils.

When an imp assumes the role of a familiar, its "master" gains the following benefits: A telepathic link is established between the pair, and the "master" is able to receive all sensory impressions of the imp, including visual images of infrared spectrum, up to a mile distance. The presence of an imp within 1" allows its "master" to gain a 25% magic resistance and regenerate at 1 hit point per melee round. If the imp is within 1 mile its "master" gains an additional level of ability, but if the imp is over a mile distant the character loses 1 level, and if the familiar is killed the character drops 4 ability levels. Also, in addition to its normal aid and advice, the imp familiar is able to contact a lower plane once per week in order to help its "master" decide some course of action. This contact is like a *commune* spell, but 6 questions are allowed.

QUASIT

FREQUENCY: *Very rare*
NO. APPEARING: *1*
ARMOR CLASS: 2
MOVE: *15"*
HIT DICE: *3*
% IN LAIR: 0%
TREASURE TYPE: Q *(×3)*
NO. OF ATTACKS: *3*
DAMAGE/ATTACK: *1-2/1-2/1-4*
SPECIAL ATTACKS: *See attacks*
SPECIAL DEFENSES: *See below*
MAGIC RESISTANCE: 25%
INTELLIGENCE: *Low*
ALIGNMENT: *Chaotic evil*
SIZE: *S*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

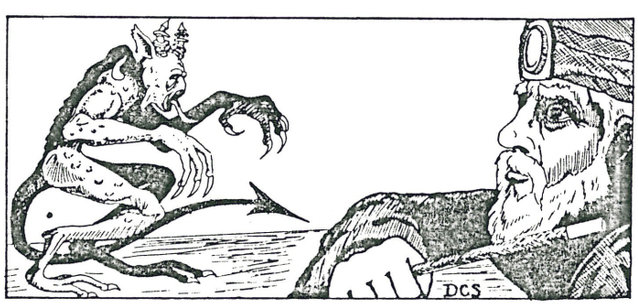
While the quasit is rare on the material plane, they are not on the planes of Pandemonium and the Abyss. The quasit is a larva changed into a minor demon form to serve as familiar to a chaotic evil magic-user or cleric. A quasit is able to *polymorph* itself into the shape of any two of the following creatures, this power being given to it by its demon lord: giant centipede, bat, frog, or wolf.

The attack mode of an unpolymorphed quasit is by means of its claws and fangs. The wounds caused by its claws cause a burning itch which drain 1 from its opponent's dexterity each time it is wounded unless a saving throw versus poison is made. Dexterity loss remains for 2-12 melee rounds. The magical powers of a quasit are held by its polymorphed form also. All quasits *detect* both *good* and *magic*. They *regenerate* at 1 hit point per melee round. They can become *invisible* at will, and once per day they can send out a blast of *fear* in a 3" radius. Only magical or cold iron weapons will harm these monsters. Cold, fire, and lightning do not affect them. For purposes of spell attack upon them, quasits are considered as 7 hit dice creatures.

Although intelligence is low, quasits are sly and cunning, and in certain situations they are able to call upon the thinking power of a demon lord.

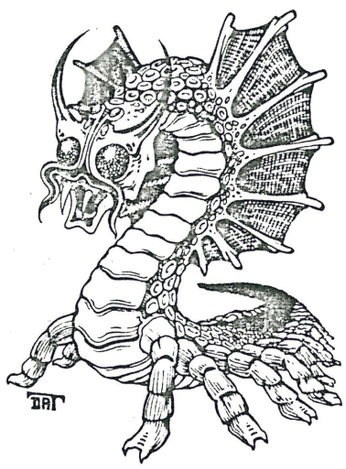
Once the quasit becomes a familiar, it passes along to its "master" the following: telepathic communication which enables the character to use all senses (including infravision) of the familiar, even up to a mile away. The quasit's presence within 1" of its "master" allows the latter the quasit's magic resistance (25%) and also enables regeneration at 1 hit point per melee round. When the quasit is within a mile of its "master," the latter gains an additional level of ability. If the quasit is farther away, the character loses 1 level, and if the quasit is killed, the loss to the character is 4 levels. Finally, in addition to its normal advice, the quasit is able to contact a lower plane once per week in order to help its "master" decide some course of action. This contact is like a *commune* spell, but 6 questions are allowed.

The major aim of a quasit is to enable its "master" to wreak greater and more chaotic evil. It also wishes to destroy lawful evil humans in order to steal their souls for the demons, as the quasit will be rewarded accordingly when (and if) it returns to the planes of the Abyss. At the time of its "master's" death the quasit must grab the soul and rush back to there, and if it has not been actively evil prior to that, its demon lord might change the quasit to a manes or larva or send it forth as a quasit again rather than making it into a type I or II demon.



REMORHAZ

FREQUENCY: *Very rare*
NO. APPEARING: *1*
ARMOR CLASS: *Overall 0, head 2, underside 4*
MOVE: *12''*
HIT DICE: *7-14*
% IN LAIR: *20%*
TREASURE TYPE: *F*
NO. OF ATTACKS: *1*
DAMAGE/ATTACK: *6-36*
SPECIAL ATTACKS: *See below*
SPECIAL DEFENSES: *See below*
MAGIC RESISTANCE: *75%*
INTELLIGENCE: *Animal*
ALIGNMENT: *Neutral*
SIZE: *L (21' to 42' long)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

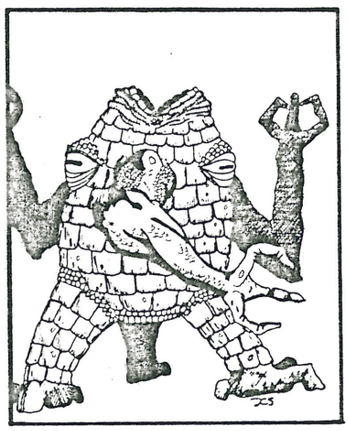


Remorhaz, sometimes known as polar worms, inhabit only the chill wastes. They are very aggressive predators. If encountered in its lair, a remorhaz is 25% likely to have a mate and 1-2 eggs there. The size of one of these creatures is determined by its hit dice: a 7 dice remorhaz is 21' long, an 8 dice creature 24' long, etc. Remorhaz eggs are valued at 5,000 gold pieces each.

In combat the remorhaz beats its small wings and rears the front quarter of its body. It then snaps itself forward, striking with blinding speed, and the largest-sized specimens are able to swallow prey whole in this manner. Any victim swallowed in this manner is instantly killed due to the intense heat in the monster's digestive system. Prey is swallowed whole on a score of 20. When aroused, the remorhaz secretes substances internally which cause its intestines to become very hot, and its back protrusions actually glow cherry-red with the excess heat. Any non-magical weapon striking the back of a remorhaz will melt from the heat, and any creature touched by these surfaces suffers 10-100 points of damage.

Description: The remorhaz has ice blue coloration everywhere except along its back where a streak of white sets off the large protrusions there. The creature's multi-faceted eyes are white.

XORN



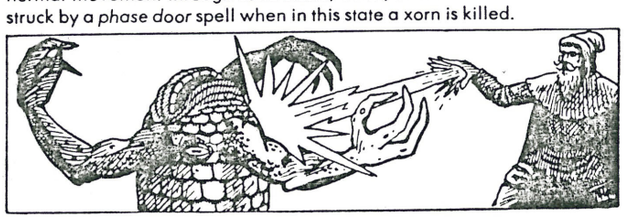
FREQUENCY: *Very rare*
NO. APPEARING: *1-4*
ARMOR CLASS: *-2*
MOVE: *9"*
HIT DICE: *7 + 7*
% IN LAIR: *40%*
TREASURE TYPE: *O, P, Q (× 5), X, Y*
NO. OF ATTACKS: *5*
DAMAGE/ATTACK: *1-3 (× 3), 6-24*
SPECIAL ATTACKS: *Surprise on a 1-5*
SPECIAL DEFENSES: *See below*
MAGIC RESISTANCE: *Standard*
INTELLIGENCE: *Average*
ALIGNMENT: *Neutral*
SIZE: *M (5' tall)*
PSIONIC ABILITY: *Nil*
Attack/Defense Modes: *Nil*

The xorn are a race of creatures found on the elemental plane of earth, but on rare occasions they will abide on the material plane for a time. When so doing, they seek deep subterranean places. Xorn feed on certain rare minerals which are the subject of their quest on the material plane.

The jaws of xorn are very powerful, and as the creature blends with stone — both in color and conformation and as a physical capability — it is very likely to surprise any other creature. The xorn is likely to demand such metals as copper, silver, etc. to snack upon, and if a passing creature refuses, the xorn is 90% likely to try to take the metal by force, for it can smell such at 20' distance.

These creatures are not harmed by *fire* or *cold*-based spells. Electrical attacks, such as lightning bolts, do either one-half or no damage, depending on the saving throw. They are flung back 3" and stunned one melee round by a *move earth* spell, a *stone to flesh* or *rock to mud* spell will lower their armor class to 8 for 1 melee round (and the xorn cannot attack during that time as they must adjust their molecules), and a *passwall* spell delivers 11-20 hit points of damage to the creatures.

If a combat is going against a xorn, it will stop fighting, adjust its molecular structure, and pass through the nearest stone (usually the floor) to escape. This requires one melee round, and thereafter the xorn can progress at normal movement through solid stone, earth, or similar substances. If it is struck by a *phase door* spell when in this state a xorn is killed.



(M-47)

Minutes of Proceedings

UNITED STATES DISTRICT COURT, DISTRICT OF MINNESOTA Third DIVISION

DATE May 14, 1979 JUDGE Devitt REPORTER E Anderson

No. Civ 4-79-109

David Arneson

Plaintiff

-vs-

Gary Gygax etal

Defendant

Appearances;

J. Michael Hirsch
Maher Weinstein
Plaintiff

Marvin Jacobson
John Beard (Best & Friedrich Law firm in Wisconsin)
Defendant

Defts motion to quash service, dismiss suit or transfer to Eastern Distrct of Wisconsin

Argued and denied.
Order to be submitted.

John Beard was admitted to practice in this court for this case only. A member in Michael, Best and Friedrich Law Firm in Wisconsin.

Upon oral stipulation Tactical Study Rules is dismissed

So Ordered. Order to be submitted

(9)

(Signed) Orvell Lindquist

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

Civil Action No. 4-79-109

GRAY GYGAX, TACTICAL STUDY RULES, a partnership consisting of Gary Gygax and Brian Blume, and TSR HOBBIES, INC., a corporation.

SUPPLEMENTAL AFFIDAVIT OF BRIAN J. BLUME IN SUPPORT OF MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF PERSONAL JURISDICTION OVER DEFENDANTS

Defendants.

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

BRIAN J. BLUME, being first duly sworn, on oath, deposes and states as follows:

1. I am presently Secretary and Chairman of TSR Hobbies, Inc., a Wisconsin corporation, and reside at 772 Main Street, Lake Geneva, Wisconsin.

2. Defendant, Gary Gygax, is President of TSR Hobbies, Inc., but is not the largest or controlling shareholder. Gygax owns less than 1/3 of the voting stock of TSR Hobbies, Inc., and contrary to Plaintiff's argument in its Memorandum opposing Defendants Motion to Dismiss, Gygax does not "completely control the activities" of Defendant, TSR Hobbies, Inc.

3. The initial printing of the original game rules DUNGEONS & DRAGONS, consisted of 1,000 copies. Sales of this initial printing from January, 1974, and for a ten month period thereafter, were insufficient to sell out the initial thousand copies printed. The initial sales of the game rules DUNGEONS & DRAGONS were relatively low at the

Filed MAY 14 1979 19
Harry A. Sieben, Clerk
By Susan M Johnson
Deputy

(8)

time the Partnership, Tactical Studies Rules, entered into the April, 1974 royalty Agreement (Plaintiff's Exhibit A) relating to sales of the game rules DUNGEONS & DRAGONS. Less than 2,000 copies of the game rules DUNGEONS & DRAGONS were sold during an 18 month period after the initial printing in January of 1974.

4. At the time Tactical Studies Rules entered into the royalty Agreement with Plaintiff, Arneson, the Partnership did not contemplate or intend that Arneson would be entitled to royalty payments for sales of related, but later and separately developed works, such as ADVANCED DUNGEONS & DRAGONS, MONSTER MANUAL and ADVANCED DUNGEONS & DRAGONS, PLAYERS HANDBOOK.

5. Contrary to Plaintiff's allegations, the works ADVANCED DUNGEONS & DRAGONS, MONSTER MANUAL and ADVANCED DUNGEONS & DRAGONS, PLAYERS HANDBOOK are not "copied in substantial part and wholly derived" from the original game rules DUNGEONS & DRAGONS. The vast majority of the material in the ADVANCED DUNGEONS & DRAGONS works is entirely new material, or is substantially different material, when compared to the original game rules DUNGEONS & DRAGONS. For example, illustrations and descriptions of the monsters contained in the MONSTER MANUAL under the headings "DEVIL" and "DINOSAUR" (pages 20-28 inclusive) is material not contained in the original game rules DUNGEONS & DRAGONS. Similarly, the monsters named ANHKHEG, BULETTE, IMP, QUASIT, REMORHAZ, and XORN, respectively contained on pages 6, 12, 54, 80, 82, and 102, of the MONSTER MANUAL, also provide examples of material not contained in the original game rules DUNGEONS & DRAGONS. Copies of pages 20-28 inclusive,

and copies of portions of pages 6, 12, 54, 80, 82, and 102, illustrating the above referenced monsters, contained in the MONSTER MANUAL, but not contained in the original game rules DUNGEONS & DRAGONS, are attached hereto as Exhibit A.

6. Plaintiff, Arneson, was not employed by TSR Hobbies, Inc. to write or in any way contribute to the materials contained in the ADVANCED DUNGEONS & DRAGONS works.

7. I make this Affidavit in support of Defendants' Motion to dismiss this action for lack of personal jurisdiction over Defendants, Gary Gygax and TSR Hobbies, Inc., and in support of Defendant's Alternate Motion to transfer this action under 28 U.S.C.§1404(a).

If sworn as a witness, I am able to testify competently as to the facts contained herein.

Dated at Milwaukee, Wisconsin this 10th day of May, 1979.

Brian J. Blume

Subscribed and sworn to
before me this 10th day
of May, 1979.

John L. Beard
Notary Public, State of Wisconsin
My Commission is Permanent.

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

Civil Action No. 4-79-109

GARY GYGAX, TACTICAL STUDY RULES, a partnership consisting of Gary Gygax and Brian Blume, and TSR HOBBIES, INC., a corporation,

AFFIDAVIT OF BRIAN J. BLUME IN SUPPORT OF MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF JURISDICTION OVER THE DEFENDANTS, PARTICULARLY DEFENDANT TSR HOBBIES, INC.

Defendants.

STATE OF WISCONSIN)
) SS.
COUNTY OF WALWORTH)

BRIAN J. BLUME, being first duly sworn, on oath, deposes and says:

1. I am Secretary and Chairman of TSR Hobbies, Inc. and reside at 772 Main Street, Lake Geneva, Wisconsin. I am personally familiar with the facts recited below concerning the organization and activities of TSR Hobbies, Inc. (hereinafter sometimes referred to as "TSR").

2. Service of Process on TSR Hobbies, Inc. was purportedly made in Lake Geneva, Wisconsin by personal service and delivery of a Summons and Complaint delivered to Gary Gygax, President of TSR Hobbies, Inc.

3. TSR was incorporated as a Wisconsin corporation July 14, 1975, and initially had and still has its principal place of business located in Lake Geneva, Wisconsin. TSR's activities include the publication and sale of games or game rules, for

Filed MAY 1 1979 19
Harry A. Sieben, Clerk
By C. Berger
Deputy

(7)

example, several fantasy role playing games marketed under TSR's federally registered trademark, DUNGEONS & DRAGONS, and also publishes and sells periodical magazines, for example, THE DRAGON, which magazine includes articles and advertising of interest to gaming hobbiests including players of fantasy role playing and aids related to such fantasy role playing and other games.

4. On September 26, 1975 TSR Hobbies, Inc. purchased all assets, including the goodwill and trade name, of the partnership, Tactical Studies Rules, (hereinafter referred to as "Partnership") which Partnership was dissolved November 16, 1975. Pursuant to this purchase, TSR acquired the rights and assumed the obligations of an agreement ("Agreement") entered into by the Partnership with Plaintiff Arneson and Gary Gygax, a Defendant herein. Pursuant to the Agreement TSR acquired the right to assignment of the copyright in the set of game rules entitled DUNGEONS & DRAGONS. The trade name Tactical Studies Rules is sometimes still used by TSR Hobbies, Inc. to identify a division of TSR Hobbies, Inc.

5. TSR has made royalty payments pursuant to the Agreement to plaintiff, Arneson, for sales of the game rules DUNGEONS & DRAGONS, the first such payment to Arneson being made by check dated October 21, 1975. This check is attached as Exhibit F to my accompanying Affidavit made in particular support of the Motion to Dismiss by Defendant, Tactical Studies Rules (a dissolved partnership). This accompanying Affidavit relates more specifically to the past relationship between the dissolved Partnership and TSR Hobbies, Inc., and is hereby incorporated herein by reference. TSR continues to make 5% royalty payments to Arneson for sales of the DUNGEONS & DRAGONS game rules book included in a boxed game entitled "DUNGEONS & DRAGONS Basic Set" and for sales of the three volume set "Original DUNGEONS & DRAGONS Collector's Edition". The TSR royalty

payment to Arneson for sales during the 3rd quarter of 1978, was $5759.14, and for sales during the 4th quarter of 1978, was $6635.50.

6. TSR Hobbies, Inc. is not licensed, qualified or authorized by Minnesota to transact business in the state of Minnesota.

7. The headquarters of TSR Hobbies, Inc. has been in Lake Geneva, Wisconsin since its incorporation, and TSR Hobbies, Inc. has no offices or place of business outside of Wisconsin. TSR Hobbies, Inc. has no office or other facitilies in Minnesota and has no bank account, telephone listing or real or personal property in Minnesota.

8. The only TSR products shipped into Minnesota are in response to orders and payments sent directly from consumers in Minnesota to TSR Hobbies, Inc. at Lake Geneva, or in response to orders sent from a very small number of retailers in Minnesota (usually no more than five) to TSR or to distributors of TSR products located outside of Minnesota. Also, a small number of TSR periodicals (on the order of fity to a hundred) are mailed into Minnesota pursuant to subscription orders received by TSR at Lake Geneva. Since TSR Hobbies, Inc. was incorporated in 1975, for any given fiscal year, sales of all TSR products shipped into Minnesota by TSR has never exceed Fifty-Five Hundred Dollars ($5,500.00) and such sales have always constituted a very small fraction, or less than .7%, of total TSR sales for a given fiscal year. Total sales of TSR products in Minnesota since incorporation are believed to be less than Twelve Thousand Dollars ($12,000.00).

9. TSR has recently made an arrangement (effective the end of January, 1979) with an Individual to act in a capacity as a TSR manufacturer's Rep., to be paid on a commission basis for TSR products sold in a territory including Minnesota and North and South Dakota. As of the date of service of the Complaint herein, no commission was due to the Rep. for sales of any TSR

products shipped into Minnesota, and it is believed that no written contract between TSR and the Rep. has been entered into.

10. One TSR employee officially represented TSR and attended a trade show in Rochester, Minnesota during a single week-end in 1976 and again in 1978, and sales of TSR products at either of these shows are believed to be less than Five Hundred Dollars ($500.00).

11. Plaintiff, Arneson's, First Cause of Action (see Arnesons' Complaint, ¶1.12) alleges that Defendants, from and after the middle of 1977, have continued to publish, market and exploit "Dungeons & Dragons", but have failed and refused to pay royalties in accordance with the Agreement, [Arneson's Exhibit A] based on continuing publications including a boxed game entitled "Dungeons and Dragons, Basic Set", a three-volume set denominated "Original Collectors Edition", a one-volume work entitled "Advanced Dungeons and Dragons, Players Handbook", a one-volume work entitled "[Advanced] Dungeons and Dragons, Monster Manual" and "numerous other playing aids and publications copied, derived and developed from "Dungeons & Dragons" [names in quotations above appear as listed in Arneson's Complaint].

12. Arneson's Second, Third and Fourth Causes of Action specifically relate to the works entitled ADVANCED DUNGEONS & DRAGONS, PLAYERS HANDBOOK and ADVANCED DUNGEONS & DRAGONS, MONSTER MANUAL, which works are alleged to be "copied in substantial part and are wholly derived from the original work entitled Dungeons and Dragons . . .". Also, plaintiff, Arneson, alleges that Defendants "individually and acting in concert", have caused the Players Handbook and Monster Manual to be published in a form falsely represented to be solely authored by Defendant, Gygax.

The Monster Manual (copyright 1977) and the Players Handbook (copyright 1978) were not in existence or published until at least substantially more than a year after the subject Agreement was made.

13. The following is a summary of the total amount of time which employees of TSR Hobbies, Inc. have spent in the design, development, and production preparation of various items bearing the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS from about the winter of 1976. This is divided into hours spent by E. Gary Gygax on design of the items in hours (approximate time, not recorded) and recorded hours spent by the balance of the TSR staff on design, development and preparation.

Summary of Manhours Relating to D&D Projects

Items currently in print: (ADVANCED DUNGEONS & DRAGONS abbreviated "AD&D")

TITLE	GYGAX HOURS	STAFF HOURS	TOTAL HOURS
AD&D Monster Manual	1000	500.0 (approximation, no time cards kept)	1500.0
AD&D Players Handbook	1200	653.8	1853.8
AD&D Module G2	56	78.7	134.7

For the above two products, additional TSR staff hours were invested, for which no records are available; thus these numbers should actually be higher.

AD&D Module G3	72	166.0	238.0
AD&D Module D1	60	183.3	243.3
AD&D Module D2	72	157.1	229.1
AD&D Module D3	80	139.1	219.1
AD&D Module S1	72	434.9	506.9
D&D Module B1	--	349.9	349.9
Totals	1612	2162.8	3774.8

Additional time has been spent on testing all of the above items which was not included in the hours listed.

Items which have not yet been finished or published.

AD&D Dungeonmasters Guide	1500	655.0	2155.0
The World of Greyhawk	220	442.6	662.6
Totals	1720	1097.6	2817.6

	GYGAX HOURS	STAFF HOURS	TOTAL HOURS
Grand Totals	3332	3260.4	6592.4

Additional time will be required to finish the above two items.

14. As indicated in the chart above, substantial amounts of compensated TSR staff time (literally ranging in the thousands of hours) have been expended both by Gary Gygax and by other TSR staff employees in the design, development and preparation of "D&D" projects including ADVANCED DUNGEONS & DRAGONS, PLAYERS HANDBOOK, and ADVANCED DUNGEONS & DRAGONS, MONSTER MANUAL, as well as numerous other playing aids and publications in some way related to the original game rules entitled DUNGEONS & DRAGONS.

15. There are a plurality of TSR employees including but not limited to myself, Timothy Jones, Tim Kask, Dave Southerland, Tom Wham, Mary Gygax, Ernie Gygax, and Skip Williams, (all employees of TSR), and other individuals including but not limited to Joe Fisher and Rob Kuntz, (not employees of TSR), each of whom lives in Lake Geneva or the Milwaukee-Lake Geneva area in Wisconsin and has actually participated in and has personal knowledge of the design, development and preparation of the above referenced D&D projects, which D&D projects Plaintiff, Arneson, apparently alleges are "copied, derived and developed", or "copied in substantial part and wholly derived" from the original work DUNGEONS & DRAGONS.

16. It is the position of TSR Hobbies, Inc. that the above referenced D&D projects have not been copied in substantial part and wholly derived from the original work DUNGEONS & DRAGONS.

17. I make this Affidavit in connection with a Motion being made by Defendants, particularly Defendant, TSR Hobbies, Inc., to Quash Service of Process and Dismiss the Complaint in this Action on the basis of lack of personal jurisdiction over Defendants, including Defendant, TSR Hobbies, Inc.

If sworn as a witness, I am able to testify competently as to the facts contained herein.

Further affiant sayeth not.

Dated at Lake Geneva, Wisconsin, this 1st day of April, 1979.

Brian J. Blume
Secretary and Chairman
TSR HOBBIES, INC.

Subscribed and sworn to
me before this 1st day
of April, 1979.

John L. Beard
Notary Public, State of
Wisconsin
My Commission is Permanent.

CERTIFICATE OF SERVICE

I certify that on the 28th day of April, 1979, I served the following:

MEMORANDUM IN SUPPORT OF DEFENDANTS' MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF PERSONAL JURISDICTION, AND IN SUPPORT OF DEFENDENTS' ALTERNATE MOTION TO TRANSFER UNDER 28 U.S.C. §1404 (a)

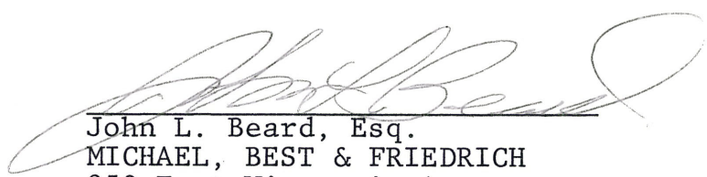
AFFIDAVIT OF E. GARY GYGAX IN SUPPORT OF MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF PERSONAL JURISDICTION OVER DEFENDANTS, PARTICULARLY DEFENDANT GYGAX

AFFIDAVIT OF BRIAN J. BLUME IN SUPPORT OF MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF PERSONAL JURISDICTION OVER DEFENDANTS, PARTICULARLY DEFENDANT TACTICAL STUDIES RULES (a dissolved partnership)

AFFIDAVIT OF BRIAN J. BLUME IN SUPPORT OF MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF JURISDICTION OVER THE DEFENDANTS, PARTICULARLY DEFENDANT TSR HOBBIES, INC.

on Plaintiff's counsel of record by causing one copy to be deposited with the United States Postal Service, Express Mail, postage provided, addressed to:

J. Michael Hirsch, Esq.
MOSS, FLAHERTY & CLARKSON
2350 IDS Center
Minneapolis, MN 55402



John L. Beard, Esq.
MICHAEL, BEST & FRIEDRICH
250 East Wisconsin Avenue
Milwaukee, WI 53202
Attorneys for Defendants

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

GARY GYGAX, TACTICAL STUDY RULES, a partnership consisting of Gary Gygax and Brain Blume, and TSR HOBBIES, INC., a corporation.

Defendants.

Civil Action No. 4-79-109

AFFIDAVIT OF E. GARY GYGAX IN SUPPORT OF MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF PERSONAL JURISDICTION OVER DEFENDANTS, PARTICULARLY DEFENDANT GYGAX

E. GARY GYGAX (Gary Gygax), being first duly sworn, on oath, deposes and states as follows:

1. I am an adult individual named as one of the Defendants in the above entitled action, and a resident of the State of Wisconsin.

2. I am presently the President of TSR Hobbies, Inc. and reside at Rt. 5, Box 445, Lake Geneva, Wisconsin.

3. Service of Process in this action was purportedly made in Lake Geneva, Wisconsin by personal service and delivery of a Summons and Complaint on me, as an individual.

4. When served, I was neither present within the state of Minnesota, a Minnesota domicilary, nor engaged in any business or any other activity whatsoever in Minnesota. I am not licensed, qualified or authorized by Minnesota to transact any business in the state of Minnesota, and I have no office, no bank account, no telephone listing, and no real or personal property in Minnesota.

5. From a time prior to the formation of the partnership Tactical Studies Rules (now dissolved) I have

Filed MAY 1 1979 19
Harry A. Sieben, Clerk
By C. Bentzler Deputy

(6)

traveled to Minnesota only twice, once on behalf of the corporation, TSR Hobbies, Inc., to meet with Prof. M. A. R. Barker, and once accompanied by my family during a personal vacation trip.

6. I was one of the partners of Tactical Studies Rules (hereinafter referred to as "Partnership") prior to its dissolution November 16, 1975, and I am personally familiar with the facts recited below concerning the Partnership and the corporation, TSR Hobbies, Inc.

7. Service of Process in this action on "Tactical Study Rules" [The correct name of the dissolved Partnership and a Defendant herein is "Tactical Studies Rules"] was purportedly made in Lake Geneva, Wisconsin by personal service and delivery of a Summons and Complaint on me.

8. The original partnership consisted of Donald R. Kaye and myself and was formed October 1, 1973. By amendment to the original partnership agreement, effective February 1, 1975, Donna Kaye (the heir of the late Donald R. Kaye) Brian J. Blume, and myself were made full and equal partners in the Partnership.

9. On behalf of the Partnership, I entered into an agreement to take effect as of 1 April, 1975, (hereinafter referred to as "Agreement") between authors, Gary Gygax (myself) and Plaintiff, Dave Arneson ("Arneson"), wherein the authors agreed to assign to the Partnership "...the copyright, the right to publish, sell, and distribute the set of game rules or game entitled DUNGEONS & DRAGONS..." in return for the Partnership agreeing to pay the authors "...a royalty of 10% of the cover price of the game rules or game on each and every copy sold...". (Copy of Agreement attached to an accompanying Affidavit of Brian J. Blume as Exhibit B).

10. To the extent there was any negotiation between the Partnership and the authors relating to the Agreement, such negotiation occurred in Lake Geneva, Wisconsin, and the Agreement was signed on behalf of the partnership and myself in Wisconsin.

11. During the existence of the Partnership, the Partnership was not licensed, qualified, or authorized by Minnesota to transact any business in the state of Minnesota, and the partnership had no offices, no bank account, no telephone listing, and no real or personal property in Minnesota. No business activities of any kind were carried on by the Partnership in Minnesota.

12. The Partnership was dissolved effective November 16, 1975, pursuant to a written Partnership Dissolution Agreement, attached to an accompanying Affidavit of Brian J. Blume as Exhibit C.

13. Pursuant to a Liquidation Sale acknowledged in the Partnership Dissolution Agreement, all assets of the Partnership, including inventory, goodwill and the trade name of the Partnership, Tactical Studies Rules, were sold and assigned to TSR Hobbies, Inc. Purchase of these assets is evidenced by a copy of a check for the full purchase price, dated September 26, 1975, from TSR Hobbies, Inc. to the Partnership. (A copy of the check is attached to an accompanying Affidavit of Brian J. Blume as Exhibit D [the copy is inverted because of an error in a microfilm copy]).

14. At the time of the dissolution, all obligations of the Partnership under the Agreement were current, and all other outstanding liabilities of the Partnership were satisfied or paid shortly thereafter. Liquidation and winding-up of the Partnership was completed prior to the end of 1975. The final Partnership tax return for the year

1975, (which indicated the value of the remaining inventory was -0-) was filed February 2, 1976 (first page of the Final Tax Return attached to an accompanying Affidavit of Brian J. Blume as Exhibit E).

15. Incident to the liquidation sale, TSR Hobbies, Inc. purchased and received all remaining copies of the game rules DUNGEONS & DRAGONS from the Partnership, and assumed the obligations of the Partnership with respect to the Agreement. Thereafter, pursuant to the Agreement, TSR Hobbies paid plaintiff, Arneson, royalties in the amount of One Hundred Twenty-seven Dollars ($127.00) for the sale of Two Hundred and Fifty-four (254) copies of the game rules DUNGEONS & DRAGONS sold by the corporation during the third quarter of 1975. Payment was made by check dated October 21, 1975, from the corporation TSR Hobbies, Inc. to David L. Arneson. (A copy of the check is attached to an accompanying Affidavit of Brian J. Blume as Exhibit F).

16. All subsequent sales of the game rules DUNGEONS & DRAGONS, and royalty payments due to Arneson from such sales have been made by the corporation, TSR Hobbies, Inc.

17. Shortly after the dissolution of the Partnership and incorporation of TSR Hobbies, Inc., Arneson became a full-time employee of TSR Hobbies, Inc.. Arneson's employment by the corporation extended from about the end of January, 1976, to the middle of November, 1976. Arneson was a shareholder of TSR Hobbies, Inc. and attended the shareholders' meetings in 1976 and 1977. Arneson is still a shareholder of TSR Hobbies, Inc. and attended the 1978 shareholders' meeting by proxy.

18. By virtue of his status as employee and shareholder of TSR Hobbies, Inc., and by receipt of royalty payments

paid directly by the corporation TSR Hobbies, Inc., to Arneson for sales of Dungeons and Dragons, and through other personal contacts with the Partnership, Arneson was made aware of the dissolution of the Partnership and the incorporation and activities of TSR Hobbies, Inc., including the assumption of rights and obligations under the Agreement by TSR Hobbies, Inc.

19. After receiving the initial royalty check for sales of DUNGEONS & DRAGONS from TSR Hobbies, Inc., and thereafter, (prior to instituting this action) Arneson did not object to the transfer of the rights and obligations of the Agreement from the Partnership to TSR Hobbies, Inc., and Arneson did not look to myself or the Partnership or request me or the Partnership (after dissolution) to make payment of royalties for sales of DUNGEONS & DRAGONS made by the corporation, TSR Hobbies, Inc.

20. All letters and demands of payment relating to the disputes on royalties due to Arneson for sales of DUNGEONS & DRAGONS have (prior to instituting this action) been directed by Arneson to the corporation, TSR Hobbies, Inc.

21. Arneson alleged in the Complaint filed herein (See Arneson's Complaint, ¶1.4) that "Plaintiff is informed and believes that Defendant, TSR Hobbies, Inc., is the assignee of the rights of the said partnership and assumed the obligations thereof."

22. Plaintiff, Arneson's, First Cause of Action (see Arnesons' Complaint, ¶1.12) alleges that Defendants, from and after the middle of 1977, have continued to publish, market and exploit "Dungeons & Dragons", but have failed and refused to pay royalties in accordance with the Agreement, [Arneson's Exhibit A] based on continuing publications including a boxed game entitled "Dungeons and Dragons, Basic

Set", a three-volume set denominated "Original Collectors Edition", a one-volume work entitled "Advanced Dungeons and Dragons, Players Handbook", a one-volume work entitled "[Advanced] Dungeons and Dragons, Monster Manual" and "numerous other playing aids and publications copied, derived and developed from "Dungeons & Dragons" [names in quotations above appear as listed in Arneson's Complaint].

23. Arneson's Second, Third and Fourth Causes of Action specifically relate to the works entitled ADVANCED DUNGEONS & DRAGONS, PLAYERS HANDBOOK and ADVANCED DUNGEONS & DRAGONS, MONSTER MANUAL, which works are alleged to be "copied in substantial part and are wholly derived from the original work entitled Dungeons and Dragons...". Also, plaintiff, Arneson, alleges that Defendants "individually and acting in concert", have caused the Players Handbook and Monster Manual to be published in a form falsely represented to be solely authored by Defendant, Gygax. The Monster Manual (copyright 1977) and the Players Handbook (copyright 1978) were not in existence or published until at least substantially more than a year after the subject Agreement was made.

24. The following is a summary of the total amount of time which employees of TSR Hobbies, Inc. have spent in the design, development, and production preparation of various items bearing the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS from about the winter of 1976. This is divided into hours spent by E. Gary Gygax (myself) on design of the items in hours (approximate time, not recorded) and recorded hours spent by the balance of the TSR staff on design, development and preparation.

Summary of Manhours Relating to D&D Projects

Items currently in print: (ADVANCED DUNGEONS & DRAGONS abbreviated "AD&D")

TITLE	GYGAX HOURS	STAFF HOURS	TOTAL HOURS
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For the above two products, additional TSR staff hours were invested, for which no records are available; thus these numbers should actually be higher.

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Items which have not yet been finished or published.

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	GYGAX HOURS	STAFF HOURS	TOTAL HOURS
Grand Totals	3332	3260.4	6592.4

Additional time will be required to finish the above two items.

25. As indicated in the chart above, substantial amounts of compensated TSR staff time (literally ranging in the thousands of hours) have been expended both by myself and by other TSR staff employees in the design, development and preparation of "D&D" projects including ADVANCED DUNGEONS & DRAGONS, PLAYERS HANDBOOK, and ADVANCED DUNGEONS & DRAGONS, MONSTER MANUAL, as well as numerous other playing aids and publications in some way related to the original game rules entitled DUNGEONS & DRAGONS.

26. There are a plurality of TSR employees including but not limited to myself, Brian Blume, Timothy Jones, Tim Kask, Dave Southerland, Tom Wham, Mary Gygax, Ernie Gygax, and Skip Williams (all employees of TSR), and other individuals including but not limited to Joe Fisher and Rob Kuntz, (not employees of TSR), each of whom lives in Lake Geneva or the Milwaukee-Lake Geneva area in Wisconsin and has actually participated in and has personal knowledge of the design, development and preparation of the above referenced D&D projects, which D&D projects Plaintiff, Arneson, apparently alleges are "copied, derived and developed," or "copied in substantial part and wholly derived" from the original work DUNGEONS & DRAGONS.

27. It is the position of TSR Hobbies, Inc. that the above referenced D&D projects have not been copied in substantial part and wholly derived from the original work DUNGEONS & DRAGONS.

28. I make this Affidavit in connection with a Motion being made by Defendants, particularly myself, Gary Gygax, to Quash Service of Process and to Dismiss the Complaint in this Action on the basis of lack of personal jurisdiction over Defendants, including Gary Gygax.

If sworn as a witness, I am able to testify compentently as to the facts contained herein.

Further Affiant sayeth not.

Dated at Lake Geneva, Wisconsin this 1st day of April, 1979.

E. Gary Gygax

Subscribed and sworn to
before me this 1st day
of April, 1979.

John L. Beard
Notary Public, State of
Wisconsin
My Commission is Permanent.

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

GARY GYGAX, TACTICAL STUDY RULES, a partnership consisting of Gary Gygax and Brian Blume, and TSR HOBBIES, INC., a corporation.

Defendants.

Civil Action No. 4-79-109

AFFIDAVIT OF BRIAN J. BLUME IN SUPPORT OF MOTION TO QUASH SERVICE OF PROCESS AND DISMISS FOR LACK OF PERSONAL JURISDICTION OVER DEFENDANTS, PARTICULARLY DEFENDANT TACTICAL STUDIES RULES (a dissolved partnership)

STATE OF WISCONSIN)
) SS.
COUNTY OF WALWORTH)

BRIAN J. BLUME, being first duly sworn, on oath, deposes and states as follows:

1. I am presently Secretary and Chairman of TSR Hobbies, Inc., a Wisconsin corporation, and reside at 772 Main Street, Lake Geneva, Wisconsin. I was one of the partners of Tactical Studies Rules (hereinafter referred to as "Partnership") prior to its dissolution November 16, 1975, and I am personally familiar with the facts recited below concerning the Partnership and the corporation, TSR Hobbies, Inc.

2. Service of Process in this action on "Tactical Study Rules" [the correct name of the dissolved Partnership and Defendant herein is "Tactical Studies Rules"] was purportedly made in Lake Geneva, Wisconsin by personal service and delivery of a Summons and Complaint on Gary Gygax, a former partner of the dissolved Partnership.

Filed MAY 1 1979 19
Harry A. Sieben, Clerk
By Cynthia Bowman
Deputy

(5)

3. The original partnership consisted of Donald R. Kaye and E. Gary Gygax (Gary Gygax) and was formed October 1, 1973. By amendment to the original partnership agreement, effective February 1, 1975, Gary Gygax, Donna Kaye (the heir of the late Donald R. Kaye) and Brian J. Blume (myself) were made full and equal partners in the Partnership.

4. Gary Gygax, on behalf of the Partnership, entered into an agreement to take effect as of 1 April, 1975, (hereinafter referred to as "Agreement") between authors, Gary Gygax and Plaintiff, Dave Arneson ("Arneson"), wherein the authors agreed to assign to the Partnership "...the copyright, the right to publish, sell, and distribute the set of game rules or game entitled DUNGEONS & DRAGONS..." in return for the Partnership agreeing to pay the authors "...a royalty of 10% of the cover price of the game rules or game on each and every copy sold...". (Copy of Agreement attached hereto as Exhibit B).

5. To the extent there was any negotiation between the Partnership and the authors relating to the Agreement, such negotiation occurred in Lake Geneva, Wisconsin, and the Agreement was signed on behalf of the partnership and himself by Gary Gygax in Wisconsin.

6. During the existence of the Partnership, the Partnership was not licensed, qualified, or authorized by Minnesota to transact any business in the state of Minnesota, and the partnership had no offices, no bank account, no telephone listing, and no real or personal property in Minnesota. No business activities of any kind were carried on by the Partnership in Minnesota.

7. The Partnership was dissolved effective November 16, 1975, pursuant to a written Partnership Dissolution Agreement, attached hereto as Exhibit C.

8. Pursuant to a Liquidation Sale acknowledged in the Partnership Dissolution Agreement, all assets of the Partnership, including inventory, goodwill and the trade name of the Partnership, Tactical Studies Rules, were sold and assigned to TSR Hobbies, Inc. Purchase of these assets is evidenced by a copy of a check for the full purchase price, dated September 26, 1975, from TSR Hobbies, Inc. to the Partnership. (A copy of the check is attached hereto as Exhibit D [the copy is inverted because of an error in a microfilm copy]).

9. At the time of the dissolution, all obligations of the Partnership under the Agreement were current, and all other outstanding liabilities of the Partnership were satisfied or paid shortly thereafter. Liquidation and winding-up of the Partnership was completed prior to the end of 1975. The final Partnership tax return for the year 1975, (which indicated the value of the remaining inventory was -0-) was filed February 2, 1976 (first page of the Final Tax Return attached hereto as Exhibit E).

10. Incident to the liquidation sale, TSR Hobbies, Inc. purchased and received all remaining copies of the game rules DUNGEONS & DRAGONS from the Partnership, and assumed the obligations of the Partnership with respect to the Agreement. Thereafter, pursuant to the Agreement, TSR Hobbies paid plaintiff, Arneson, royalties in the amount of One Hundred Twenty-seven Dollars ($127.00) for the sale of Two Hundred and Fifty-four (254) copies of the game rules DUNGEONS & DRAGONS sold by the corporation during the third quarter of 1975. Payment was made by check dated October 21, 1975, from the corporation TSR Hobbies, Inc. to David L. Arneson. (A copy of the check is attached hereto as Exhibit F).

11. All subsequent sales of the game rules DUNGEONS & DRAGONS, and royalty payments due to Arneson from such sales have been made by the corporation, TSR Hobbies, Inc.

12. Shortly after the dissolution of the Partnership and incorporation of TSR Hobbies, Inc., Arneson became a full-time employee of TSR Hobbies, Inc. Arneson's employment by the corporation extended from about the end of January, 1976, to the middle of November, 1976. Arneson was a shareholder of TSR Hobbies, Inc. and attended the shareholder's meetings in 1976 and 1977. Arneson is still a shareholder of TSR Hobbies, Inc. and attended the 1978 shareholder's meeting by proxy.

13. By virtue of his status as employee and shareholder of TSR Hobbies, Inc., and by receipt of royalty payments paid directly by the corporation TSR Hobbies, Inc., to Arneson for sales of Dungeons and Dragons, and through other personal contacts with the Partnership, Arneson was made aware of the dissolution of the Partnership and the incorporation and activities of TSR Hobbies, Inc., including the assumption of rights and obligations under the Agreement by TSR Hobbies, Inc.

14. After receiving the initial royalty check for sales of DUNGEONS & DRAGONS from TSR Hobbies, Inc., and thereafter, (prior to instituting this action) Arneson did not object to the transfer of the rights and obligations of the Agreement from the Partnership to TSR Hobbies, Inc., and Arneson did not look to the Partnership or request the Partnership (after dissolution) to make payment of royalties for sales of DUNGEONS & DRAGONS made by the corporation, TSR Hobbies, Inc.

15. All letters and demands of payment relating to the disputes on royalties due to Arneson for sales of DUNGEONS & DRAGONS have (prior to instituting this action) been directed by Arneson to the corporation, TSR Hobbies, Inc.

16. Arneson alleged in the Complaint filed herein (See Arneson's Complaint, ¶1.4) that "Plaintiff is informed and believes that Defendant, TSR Hobbies, Inc., is the assignee of the rights of the said partnership and assumed the obligations thereof."

17. Arneson alleges in his first cause of action (See Arneson's ¶1.11) that Plaintiff is informed and believes that Defendants in the above-entitled action paid royalties thereon to Plaintiff in accordance with the Agreement [Arneson's Exhibit A] until approximately the middle of 1977. It is not until "from and after the middle of 1977" [almost two years after dissolution and liquidation of the Partnership] that plaintiff, Arneson, alleges Defendants failed and refused to pay Arneson royalties in accordance with the Agreement (See Arneson's ¶1.12).

18. Arneson's second, third, and fourth causes of action specifically relate to works entitled ADVANCED DUNGEONS & DRAGONS, PLAYERS HANDBOOK ("PLAYERS HANDBOOK"), and ADVANCED DUNGEONS & DRAGONS, MONSTER MANUAL ("MONSTER MANUAL"), which works are alleged to be "copied in substantial part and wholly derived from the original work entitled DUNGEONS and DRAGONS" (See Arneson's ¶2.2). Also, Arneson alleges that Defendants, "individually and acting in concert", have caused the PLAYERS HANDBOOK and MONSTER MANUAL to be published in a form falsely represented to be solely authored by Defendant, Gygax (See Arneson's ¶2.3).

19. The MONSTER MANUAL (copyright 1977) and the PLAYERS HANDBOOK (copyright 1978) were not in existence or published until at least substantially more than a year after dissolution of the Partnership. (Copies of the title pages of the MONSTER MANUAL and PLAYERS HANDBOOK attached hereto as Exhibits G and H, respectively).

20. I make this Affidavit in connection with a motion being made by Defendants, particularly Defendant Tactical Studies Rules (a dissolved partnership, formerly comprising Gary Gygax, and Brian Blume) to quash Service of process and to dismiss the Complaint in this action on the basis of lack of personal jurisdiction over Defendants, including Defendant Tactical Studies Rules.

21. If sworn as a witness, I am able to testify compentently as to the facts contained herein.

Further Affiant sayeth not.

Dated at Lake Geneva, Wisconsin this 1st day of April, 1979.

Brian J. Blume

Subscribed and sworn to
before me this 1st day
of April, 1979.

John L. Beard
Notary Public, State of Wisconsin
My Commission is Permanent.

EXHIBIT B

AGREEMENT

To take effect as of 1 April 1975, item 4. below notwithstanding.

THIS AGREEMENT is made between the the Author(s) specified hereafter and Tactical Studies Rules, 542 Sage Street, Lake Geneva, WI 53147, hereafter called TSR.

Author(s): Gary Gygax, 330 Center St., La.,Geneva, WI

Dave Arneson, 1496 Hartford Ave, St. Paul, MN

1. The Author(s) hereby agree to assign to TSR the copyright, the right to publish, sell, and distribute, the set of game rules or game entitled DUNGEONS & DRAGONS, in any form TSR deems suitable for commercial sales, as well as any other similar rights.

2. TSR hereby agrees to pay the Author(s) a royalty of TEN PERCENT (10 %)of the cover price of the game rules or game on each and every copy sold; this royalty to be payable on a quarterly basis reported within 30 days after the end of each quarter, with quarters ending 31 March, 30 June, 30 September and 31 December of each year.

3. TSR also hereby agrees that the ownership of the copyright mentioned above shall revert to the Author(s) not more than 90 days after the set of game rules or game is no longer maintained in-print.

4. This Agreement shall not be considered a valid contract until all parties concerned have signed and dated the contract, but upon so signing the contract shall take effect on a retroactive basis from the date of publication of the set of game rules or game.

TACTICAL STUDIES RULES

E Gary Gygax — 7 April 1975

E. Gary Gygax, Editor

Gary Gygax — 7 April 1975

Gary Gygax

Dave Arneson — 14-4-75

Dave Arneson

EXHIBIT C

T&R Hobbies Inc.
P. O. BOX 708
LAKE GENEVA, WISC. 53147

156

Oct. 21 19 75 73-1/2
1108/1081

Pay to the order of David L. Arvesen $ 127.00

One One Hundred Twenty Seven and 00/100 DOLLARS

THE [illegible] NATIONAL BANK
LAKE GENEVA, WIS.

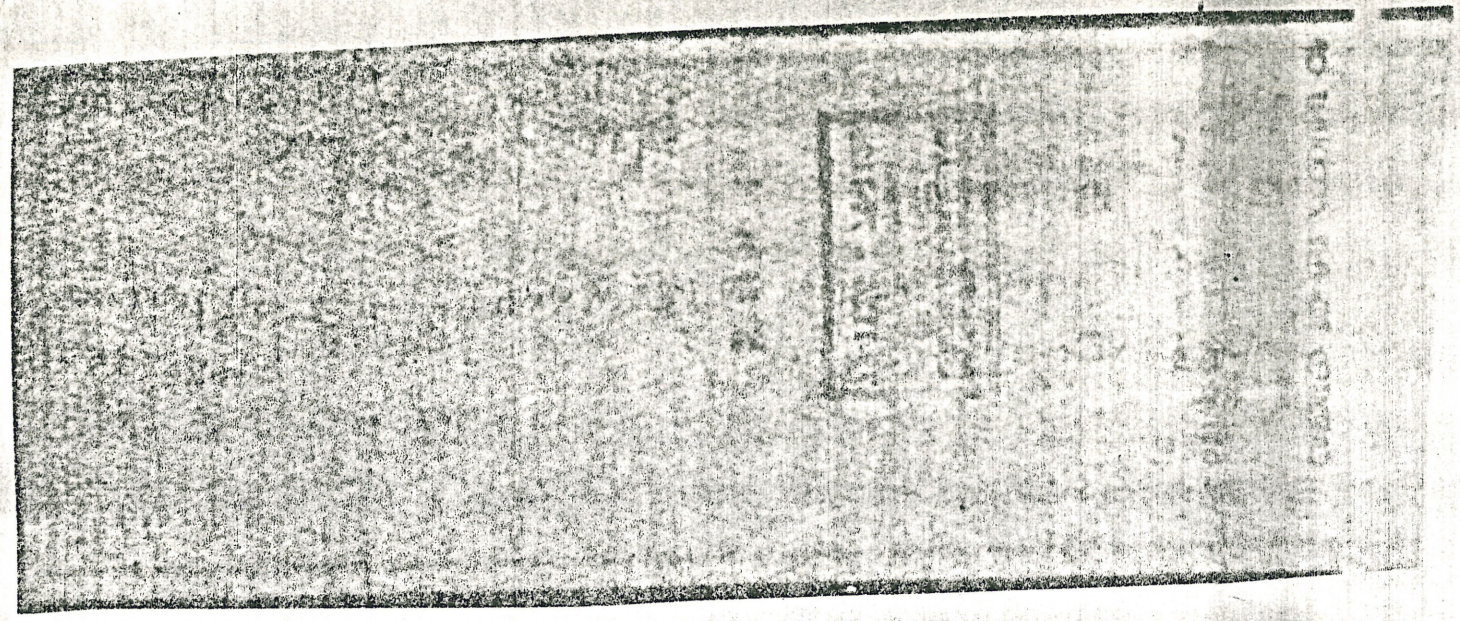
For 254 DD

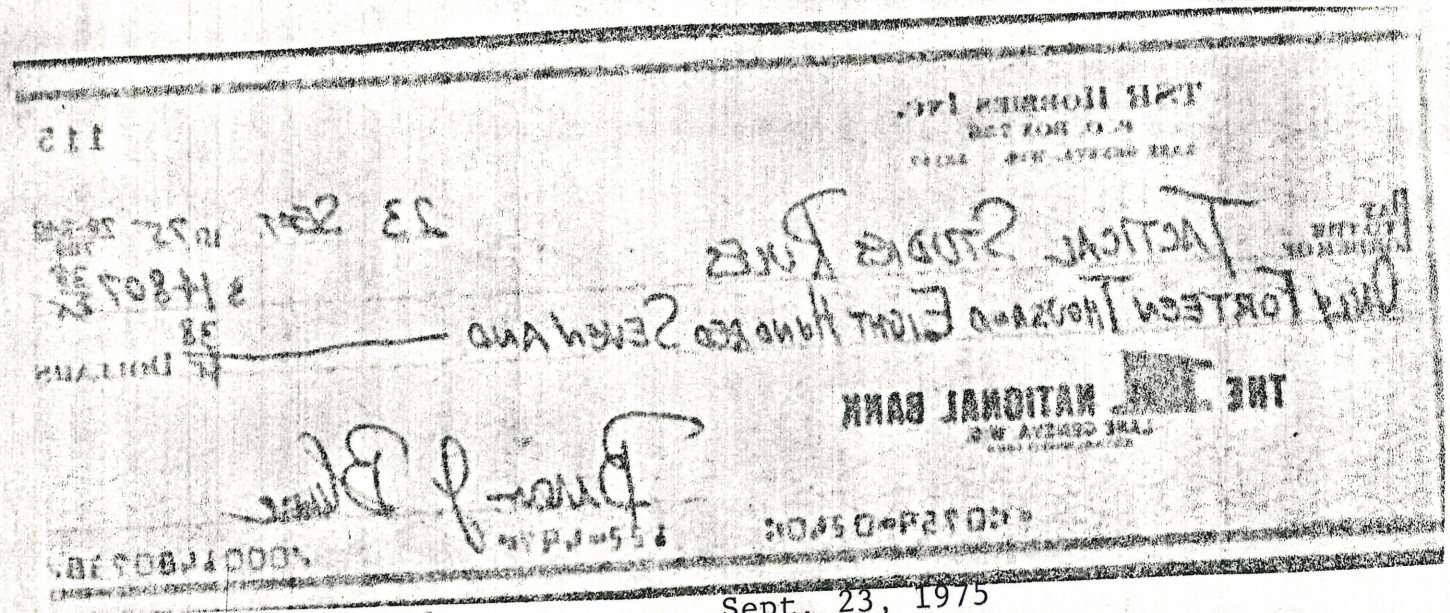
Brian J. Blume

⑆075101214⑆ 122-479 ⑈00000 27000⑈

Brian J. Blume

EXHIBIT D





Tactical Studies Rules Sept. 23, 1975

Only Forteen Thousand Eight Hundred Seven and 38/100

Brian J. Blume

FINAL RETURN

EXHIBIT E

Form **1065**
Department of the Treasury
Internal Revenue Service

U.S. Partnership Return of Income

FOR CALENDAR YEAR 1975 or other taxable year beginning ..... 1975, and ending ..... 19 .....

1975

A Principal business activity (See page 7 of instructions): GAME RULES

B Principal product or service (See page 7 of instructions):

Name: Tactical Studies Rules

Number and street: 330 Center Street PO Box 756

Place label here

City or town, State, and ZIP code: Lake Geneva Wisconsin 53147

D Employer identification no.: 39-6224874

E Business code no. (See page 7 of instructions)

F Date business commenced

C Enter total assets from line 23, column (D), Schedule L: $ 210.00

IMPORTANT—Fill in all applicable lines and schedules. If the lines on the schedules are not sufficient, see Instruction P. Enter any items specially allocated to the partners on Schedule K, line 15, instead of the numbered lines on this page or in Schedules D through J. (See General Instruction O.)

INCOME	1a Gross receipts or sales $ ..... 1b Less returns and allowances $ ..... Balance ➤	1c	36,639	47
	2 Less: Cost of goods sold and/or operations (line 34, Schedule A)	2	20,909	23
	3 Gross profit	3	25,730	24
	4 Ordinary income (loss) from other partnerships, syndicates, etc. (attach statement)	4		
	5 Nonqualifying dividends (attach list—see Instruction 5)	5		
	6 Interest	6		
	7 Rents (Schedule H)	7		
	8 Royalties (attach schedule)	8		
	9 Net farm profit (loss) (attach Schedule F (Form 1040))	9		
	10 Net ordinary gain (loss) (Form 4797, line 9)	10		
	11 Other income (attach schedule)	11		
	12 TOTAL income (lines 3 through 11)	12	25,730	24
DEDUCTIONS	13 Salaries and wages (other than to partners)	13		
	14 Payments to partners—Salaries and interest	14	1796	31
	15 Rent	15		
	16 Interest (attach schedule)	16		
	17 Taxes (attach schedule)	17		
	18 Bad debts (Schedule I if you use reserve method)	18		
	19 Repairs	19		
	20 Depreciation (Schedule J)	20		
	21 Amortization (attach schedule)	21		
	22 Depletion (attach schedule)	22		
	23a Retirement plans, etc. (other than amounts for partners—see Instruction 23a). (Enter number of plans ➤ .....)	23a		
	23b Employee benefit programs (see Instruction 23b)	23b		
	24 Other deductions (attach schedule)	24	12,920	69
	25 TOTAL deductions (lines 13 through 24)	25	14,719	00
	26 Ordinary income (loss) (line 12 less line 25) (see General Instruction G)	26	11,011	24

Schedule A—COST OF GOODS SOLD AND/OR OPERATIONS (See Instruction 2)

27	Inventory at beginning of year (if different from last year's closing inventory, attach explanation)	27	1231	00
28a	Purchases $ ..... 28b Less cost of items withdrawn for personal use $ ..... Balance ➤	28c	29,017	12
29	Cost of labor	29		
30	Material and supplies	30		
31	Other costs (attach schedule)	31		
32	Total of lines 27 through 31	32	30,295	12
33	Less: Inventory at end of year	33	9,386	00
34	Cost of goods sold. Enter here and on line 2, above	34	20,909	12

Inventory valuation method ➤

Was there any substantial change in the way you determined quantities, costs or valuations between the opening and closing inventories? ☐ Yes ☒ No

If "Yes," attach explanation.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. If prepared by a person other than partner or member, the preparer's declaration is based on all information of which the preparer has any knowledge.

Signature of partner or member — Date: 2/17/76

MILLER, DOBSON, ERICKSON & SMITH C.P.A.'S 262-248-4400

COPY

HIBIT F

PARTNERSHIP DISSOLUTION AGREEMENT

THIS AGREEMENT made this 16th day of November, 1975, by E. Gary Gygax, Brian J. Blume, and Donna M. Kaye, all of Lake Geneva, Wisconsin.

Whereas, the parties have heretofore been engaged in business as partners under an agreement dated October 1, 1973, and as amended on February 1, 1975, and

Whereas, the parties now desire to dissolve and terminate the partnership, and

Whereas, the parties have agreed upon a program of liquidation and distribution of the partnership assets,

It Is Therefore agreed as follows:

1. Dissolution. The partnership under the agreement dated October 1, 1973, and as amended on February 1, 1975, is hereby dissolved as of this day. No further business shall be done by the partnership and no further obligations shall be incurred on its behalf by any of the partners, except for the purpose of carrying out liquidation and termination of the partnership as provided herein.

2. Liquidation Sale. It is agreed and understood that prior to the execution of this dissolution agreement, by oral agreement of the respective partners, arrangements have been made by the parties for a liquidation sale of all of the assets of the partnership. Such a sale was conducted on the premises of the partnership in accordance with the requirements of the applicable state statutes and municipal ordinances and the necessary permits issued pursuant thereto.

3. Final Disposition. It is agreed and understood by the parties hereto that all of the assets of the partnership, including all fixtures and equipment, inventory, accounts receivable, good will, and the trade name of the

ALLEN & LEVON
ATTORNEYS AT LAW
[illegible]
181 BROAD STREET
LAKE GENEVA, WISCONSIN
53147

partnership, have been sold to TSR Hobbies, Inc., a Wisconsin corporation, having its principal offices in Lake Geneva, Wisconsin, for a total purchase price of Fourteen Thousand Eight Hundred Seven and 38/100 ($14,807.38) Dollars.

4. Bank Account. Until the final liquidation of the affairs of the partnership, the partnership shall continue to maintain its bank account in the Citizens National Bank of Lake Geneva. All monies received on the sale of any of the assets of the partnership shall be deposited in this bank account.

5. Payment of Debts. From time to time during this program of liquidation, the partnership shall pay its debts and obligations and the expenses of liquidation as they are due. These expenses shall specifically include the sales tax liability of the partnership in Wisconsin for 1974, together with the necessary attorneys' fees and accountants' fees involved in the liquidation of the partnership.

6. Partnership Accounting. As soon as possible after November 1, 1975, the books and the records of the partnership shall be closed by the accountant regularly employed by the partnership and the final partnership income tax return shall be prepared. Books and records of the partnership shall be left in custody of such accountant, but each of the parties shall have free access thereto at all times.

7. Contributions or Distributions. If the proceeds of liquidation, after paying the expenses of liquidation, are insufficient to pay all of the debts and obligations of the partnership in full, each of the parties shall make contributions to the partnership, after necessary adjustments have first been made in the capital and drawing accounts of the parties, in proportion to his respective interest in the partnership gains and losses as set forth in the partnership agreement. If the proceeds of liquidation, after paying the expenses of liquidation and after providing for reasonable reserves, are sufficient to pay all the debts and obligations of the partnership in full, then the excess shall be distributed to each of the parties, after necessary

ALLEN & LEMON
ATTORNEYS AT LAW
GENEVA TOWERS, SUITE 205
101 BROAD STREET
LAKE GENEVA, WISCONSIN
53147

adjustments have first been made in the capital and drawing accounts of the parties, in proportion to his respective interest in partnership profits as set forth in the partnership agreement as amended.

8. Certificate of Dissolution. The parties shall execute and cause to be filed an appropriate certificate of partnership dissolution, and shall execute, file and publish any other certificates and notices suggested by counsel for the partnership.

9. Control over Liquidation. All questions or disputes that may arise between the parties in the course of this program of liquidation shall be decided by a vote of a majority of the parties, and all such decisions shall be binding on each of the parties hereto.

10. Claims. Each of the parties acknowledges that, except for his rights under this agreement, he has no claims whatsoever against either of the other parties. If any of the parties hereto shall be held individually liable for partnership debt or obligation not paid or provided for under this agreement, such parties shall have a claim over and against the other parties in accordance with the intent and purpose of this agreement.

11. Benefit. This agreement shall benefit and be binding upon the respective heirs, executors, administrators, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have signed this agreement.

/s/
E. Gary Gygax

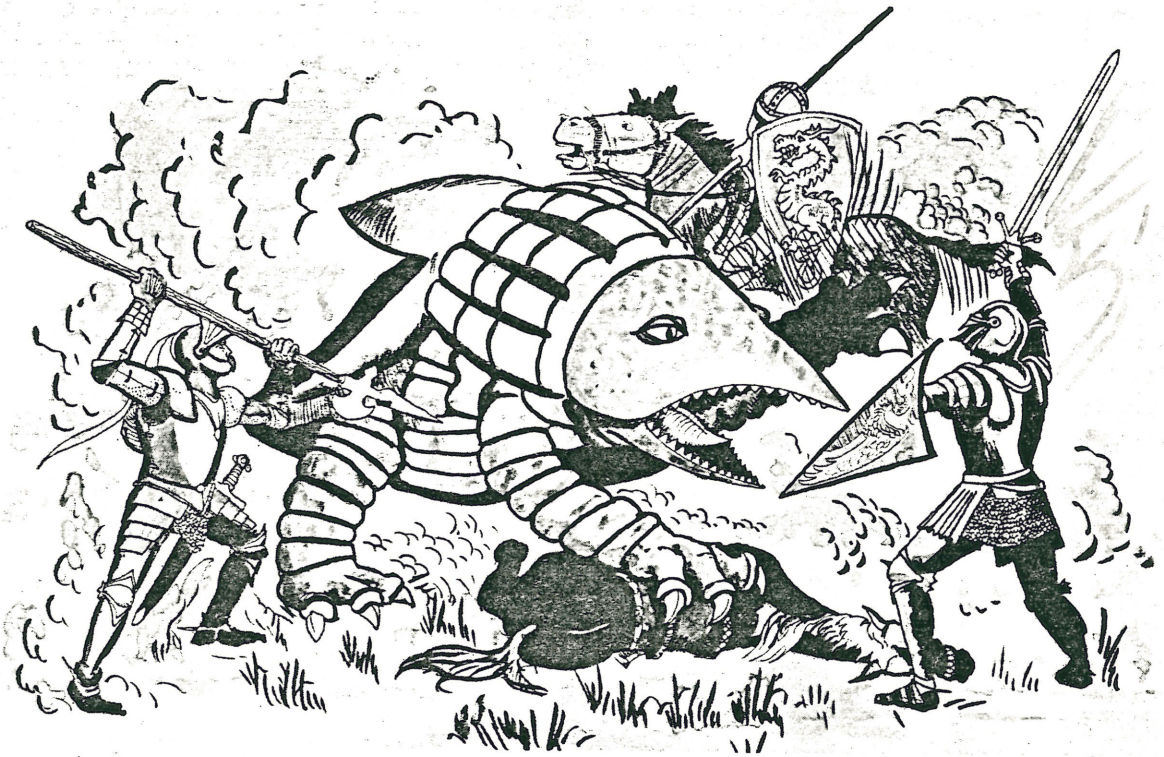
Donna M. Kaye

/s/
Brian J. Blume

ALLEN & LEYON
ATTORNEYS AT LAW
GENEVA TOWERS, SUITE 302
101 BROAD STREET
LAKE GENEVA, WISCONSIN

EXHIBIT G

ADVANCED DUNGEONS & DRAGONS



SPECIAL REFERENCE WORK

MONSTER MANUAL

AN ALPHABETICAL COMPENDIUM OF ALL OF THE MONSTERS FOUND IN ADVANCED DUNGEONS & DRAGONS, INCLUDING ATTACKS, DAMAGE, SPECIAL ABILITIES, AND DESCRIPTIONS.

by Gary Gygax

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all rights reserved

Illustrations by David C. Sutherland III
D. A. Trampier
Tom Wham
Cover by David C. Sutherland III

Inquiries regarding this work should be accompanied by a stamped envelope and sent to TSR Hobbies, Inc., POB 756, Lake Geneva, WI 53147.

printed in the u.s.a.

EXHIBIT H

ADVANCED DUNGEONS & DRAGONS®

SPECIAL REFERENCE WORK

PLAYERS HANDBOOK

A COMPILED VOLUME OF INFORMATION FOR PLAYERS OF **ADVANCED DUNGEONS & DRAGONS,** INCLUDING: CHARACTER RACES, CLASSES, AND LEVEL ABILITIES; SPELL TABLES AND DESCRIPTIONS; EQUIPMENT COSTS; WEAPONS DATA; AND INFORMATION ON ADVENTURING.

by Gary Gygax

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Illustrations by David C. Sutherland III
D. A. Trampier
Cover by D. A. Trampier

Inquiries regarding this work should be accompanied by a stamped envelope and sent to
TSR Hobbies, POB 756, Lake Geneva, WI 53147

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Printed in the U.S.A.

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

GARY GYGAX, TACTICAL STUDY RULES, a partnership consisting of Gary Gygax and Brian Blume, and TSR HOBBIES, INC., a corporation,

Defendants.

Civil Action No. 4-79-109

MOTION FOR ORDER QUASHING SERVICE OF PROCESS AND DISMISSING SUIT FOR LACK OF PERSONAL JURISDICTION OVER DEFENDANTS

ALTERNATE MOTION TO TRANSFER UNDER 28 U.S.C. §1404 (a)

NOTICE OF HEARING ON DEFENDANTS' MOTION AND ALTERNATE MOTION

MOTION

NOW COMES the above named separate Defendants, Gary Gygax, Tactical Studies Rules (a dissolved partnership, formerly comprised of Gary Gygax and Brian Blume) and TSR Hobbies, Inc., appearing specially by their attorneys, Jacobson and Johnson, and Michael, Best & Friedrich, each Defendant respectively moving the Court pursuant to Rule 12(b) of the Federal Rules of Civil Procedure for an Order to Quash Service of Process and Dismiss the Plaintiff's Complaint against each Defendant herein for the following reasons:

1. The Court lacks jurisdiction over the person of Defendant, Gary Gygax.
2. The Court lacks jurisdiction over the person of Tactical Studies Rules (a dissolved partnership, formerly comprised of Gary Gygax and Brian Blume).
3. The Court lacks jurisdiction over the person of TSR Hobbies, Inc.

Filed APR 5 1979 19
Harry A. Sieben, Clerk
By Cynthia Bettger
Deputy

(4)

ALTERNATE MOTION

Each Defendant alternatively moves the Court pursuant to 28 U.S.C. §1404 (a), that if the Court finds it has jurisdiction over any of the persons of the Defendants, that with respect to such Defendants, the Court Order this Action transferred to the United States District Court for the Eastern District of Wisconsin, a district in which the case originally could have been brought, for the convenience of the parties and witnesses, and in the interest of justice.

Defendants' Motion and Alternate Motion are made for the reasons set forth above. Affidavits of Brian J. Blume and E. Gary Gygax and Memorandum in further support of Defendants' Motion and Alternative Motion will be served on Plaintiff's counsel and filed with the Court at least two weeks before the May 7, 1979 Hearing date noticed below.

NOTICE OF HEARING

TO: Clerk of Court and

J. Michael Hirsch
MOSS, FLAHERTY & CLARKSON
2350 IDS Center
Minneapolis, MN 55402

Please take notice that at the Federal Court Building, Court Room No. 1, at 4th and Robert Streets in the city of St. Paul, Minnesota, on Monday, the 7th day of May, 1979, at 9 o'clock in the forenoon, or as soon thereafter as counsel may be heard, the undersigned Defendants' attorneys, pursuant to FED.R.CIV.P. 12(b), will move the Court to Quash Service of Process and Dismiss the Plaintiff's Complaint against each

Defendant herein for lack of jurisdiction over the person of each of the Defendants herein.

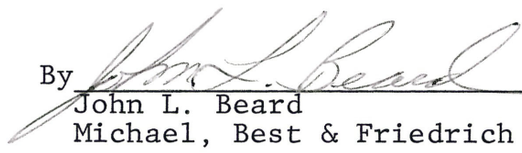
Alternatively, pursuant to 28 U.S.C. §1404 (a), Defendants will move the Court, in the event the Court finds it has jurisdiction over any of the Defendants, that with respect to such Defendants, the Court order this action to be transferred to the United States District Court for the Eastern District of Wisconsin, sitting in Milwaukee, Wisconsin.

Marvin Jacobson
JACOBSON AND JOHNSON
Suite 204, Minn. State Bank Bldg.
200 South Robert Street
St. Paul, MN 55107
(612) 222-3775

MICHAEL, BEST & FRIEDRICH
250 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 271-6560

Attorneys for Defendants

Dated: April 3, 1979

By 
John L. Beard
Michael, Best & Friedrich

CERTIFICATE OF SERVICE

I certify that on this 3rd day of April, 1979, I served the following:

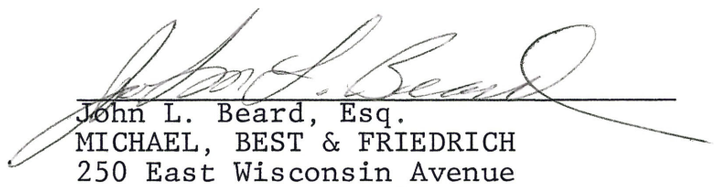
MOTION FOR ORDER QUASHING SERVICE OF PROCESS AND DISMISSING SUIT FOR LACK OF PERSONAL JURISDICTION OVER DEFENDANTS

ALTERNATE MOTION TO TRANSFER UNDER 28 U.S.C. §1404 (a)

NOTICE OF HEARING ON DEFENDANTS' MOTION AND ALTERNATE MOTION

on Plaintiff's counsel of record by causing one copy to be deposited with the United States Postal Service, first-class postage provided, addressed to:

J. Michael Hirsch, Esq.
MOSS, FLAHERTY & CLARKSON
2350 IDS Center
Minneapolis, MN 55402



John L. Beard, Esq.
MICHAEL, BEST & FRIEDRICH
250 East Wisconsin Avenue
Milwaukee, WI 53202
Attorneys for Defendants

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

GARY GYGAX, TACTICAL STUDY RULES, a partnership consisting of Gary Gygax and Brian Blume, and TSR HOBBIES, INC., a corporation,

Defendants.

STIPULATION OF EXTENSION OF TIME

Civil Action No. 4-79-109

It is hereby stipulated between Plaintiff and Defendants that said Defendants shall have up to and until April 3, 1979 to Answer or otherwise plead.

JACOBSON & JOHNSON

Dated 3-13-79 By _____
Marvin Jacobson
Carl L. Johnson
Attorneys for Defendants

MOSS, FLAHERTY & CLARKSON

Dated 3-12-79 By J. Michael Hirsch
J. Michael Hirsch
Attorneys for Plaintiff

Filed MAR 15 1979 19
Harry A. Sieben, Clerk
By Carol L. Dubosky

(3)

SAFECO INSURANCE COMPANIES

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: 4347 BROOKLYN AVE. N.E., SEATTLE, WASHINGTON 98105

Bond No. 2196578

BOND FOR REMOVAL

IN THE DISTRICT COURT OF THE UNITED STATES for the -
DISTRICT OF Minnesota DIVISION

No.

David L. Arneson (Plaintiff) vs.
Gary Gygax, Tactical Study Rules, a Partnership, consisting of Gary Gygax, and Brian Blume, and TSR Hobbies, Inc. A Corporation (Defendants)

CIV. 4-79-109

KNOW ALL MEN BY THESE PRESENTS, That we, Above named defendants

as Principal, and the SAFECO INSURANCE COMPANY OF AMERICA as Surety, are held and firmly bound unto David L. Arneson

Plaintiff in the above entitled action, in the penal sum of Five Hundred and no/100 - Dollars ($ 500.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our respective successors and assigns, jointly and severally, firmly by these presents.

UPON CONDITION, NEVERTHELESS, That *WHEREAS,* the said Gary Gygax, Tactical Study Rules, and TSR Hobbies, Inc. Defendants herein, has petitioned the District Court of the United States for the - District of Minnesota, Division, for the removal of the above entitled cause from the District Court of Hennepin County to The United States District Court for the - District of Minnesota, Division.

NOW, if the said Gary Gygax, Tactical Study Rules, and TSR Hobbies, Inc. shall well and truly pay all costs and disbursements that may be awarded by said United States District Court, if said Court shall hold that this suit is wrongfully or improperly removed thereto, then this obligation to be void; otherwise to remain in full force and effect.

Signed, sealed and dated this 27th day of February, 1979

Gary Gygax, Tactical Study Rules, and TSR Hobbies, Inc.
Principal

By John L. Beard
John L. Beard, Attorney
SAFECO INSURANCE COMPANY OF AMERICA

By George Stevoff
George Stevoff Attorney-in-Fact

SAFECO INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1953 STATE OF WASHINGTON

Filed MAR 12 1979 19
Harry A. Sieben, Clerk
By Cynthia Bengtson Deputy

(2)

S-1231 R1 10/72

PRINTED IN U.S.A.

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: 4347 BROOKLYN AVE. N.E., SEATTLE, WASHINGTON 98105

POWER OF ATTORNEY

No. 5079

KNOW ALL MEN BY THESE PRESENTS:

That **General Insurance Company of America** and **Safeco Insurance Company of America**, each a Washington corporation, does each hereby appoint

----------R. LAUB; G. STEVOFF; B. STEWART; N. VOORHORST, Milwaukee, Wisconsin---

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, General Insurance Company of America and **Safeco Insurance Company of America** have each executed and attested these presents

this 29th day of November, 19 72.

W. D. HAMMERSLA, SECRETARY

GORDON H. SWEANY, PRESIDENT

CERTIFICATE

Extract from Article VI, Section 12, of the By-Laws of **General Insurance Company of America** and of **SAFECO Insurance Company of America**:

"Article VI, Section 12, – FIDELITY AND SURETY BONDS . . . the President, any Vice President, and the Secretary shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **General Insurance Company of America** and of **SAFECO Insurance Company of America** adopted July 28, 1970:

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,
(i) The provisions of Article VI, Section 12 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Wm. Hammersla, Vice President and Secretary of **General Insurance Company of America** and of **SAFECO Insurance Company of America**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power-of-Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power-of-Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 27th day of February, 19 79.

GENERAL INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1923 State of Washington

SAFECO INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1953 STATE OF WASHINGTON

W. D. HAMMERSLA, SECRETARY

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

DAVID L. ARNESON,

Plaintiff,

vs.

GARY GYGAX, TACTICAL STUDY RULES, a partnership consisting of Gary Gygax and Brian Blume, and TSR HOBBIES, INC., a corporation,

Defendants.

PETITION FOR REMOVAL

CIV. 4-79-109

To the Judges of the United States District Court of Minnesota:

The Petition of the above-named defendants respectfully shows:

1. An action against the petitioners was purportedly commenced in the District Court for Hennepin County entitled David L. Arneson, Plaintiff, against Gary Gygax, Tactical Study Rules, a partnership consisting of Gary Gygax and Brian Blume, and TSR Hobbies, Inc., a corporation, Defendants, by serving upon Gary Gygax on February 12, 1979, a copy of the Summons and Complaint, copies of which are attached hereto.

2. The above-described action is a civil action of which this Court has original jurisdiction under the provisions of Title 28 USC §1332 and is one which may be removed to this Court by the petitioners, defendants therein, pursuant to the provisions of Title 28 USC §1441 and §1446, in that the plaintiff was at the time this action was commenced, and still is, a citizen of the State of Minnesota and that the defendant, TSR Hobbies, Inc., was, at the time this action

Filed MAR 12 1979 19
Harry A. Sieben, Clerk
By [signature] Deputy

(1)

was commenced, and still is, a corporation incorporated under the laws of the State of Wisconsin, with its principal place of business within the State of Wisconsin and is not a citizen of the State of Minnesota wherein this action was brought, the defendant, Tactical Study Rules, a partnership, was, at the time of the commencement of this action, a dissolved partnership, but said partnership, during its existence was at all material times made up of residents of Wisconsin, and had its principal place of business in the State of Wisconsin, and was at no time a citizen of Minnesota and the defendant, Gary Gygax, was, at the time of the commencement of this action, and still is, a citizen of the State of Wisconsin, and is not a citizen of Minnesota, and that the matter in controversy exceeds the sum of $10,000.00, exclusive of interest and costs.

3. The petitioners file and present herewith a bond, with good and sufficient surety, in the sum of Five Hundred Dollars ($500.00) as required by Title 28 USC §1446.

4. The petitioners hereby do not waive their right to deny that the courts of Minnesota have personal jurisdiction over Defendants in the above-described action.

WHEREFORE, your petitioner prays that this cause proceed in this Court as an action properly removed thereto.

JACOBSON AND JOHNSON

By _____
Marvin Jacobson
Carl L. Johnson
Attorneys for Defendants
Suite 204
200 South Robert Street
St. Paul, MN 55107

OF COUNSEL:

Michael, Best & Friedrich
250 East Wisconsin Avenue
Milwaukee, WI 53202

VERIFICATION

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

MARVIN JACOBSON, being duly sworn, deposes and says that he is one of the attorneys for the petitioners herein; and that he has read the foregoing petition and knows the contents thereof; and that the same is true to the best of his information and belief.

MARVIN JACOBSON

Subscribed and sworn to before
me this 12th day of March, 1979.

Lenora Johnson
Notary Public, State of Minnesota
My commission: 6-27-80

LENORA JOHNSON,
NOTARY PUBLIC-MINNESOTA
DAKOTA COUNTY
My Comm. Expires June 27, 1980

STATE OF MINNESOTA

COUNTY OF HENNEPIN

DISTRICT COURT

FOURTH JUDICIAL DISTRICT

David L. Arneson,

Plaintiff,

vs.

Gary Gygax, Tactical Study Rules, a partnership consisting of Gary Gygax and Brian Blume, and T S R Hobbies, Inc., a corporation.

Defendants.

SUMMONS

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon the attorneys for Plaintiffs, Moss, Flaherty & Clarkson, a Professional Association, 2350 IDS Center, Minneapolis, Minnesota 55402, an Answer to the Complaint herewith served upon you within twenty (20) days after service, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in said Complaint.

MOSS, FLAHERTY & CLARKSON
A Professional Association

By J. Michael Hirsch
J. Michael Hirsch

By
Maher J. Weinstein
Attorneys for Plaintiff
2350 IDS Center
Minneapolis, Minnesota 55402
Telephone: 339-8551

Dated: Feb 7, 1979

STATE OF MINNESOTA

COUNTY OF HENNEPIN

DISTRICT COURT

FOURTH JUDICIAL DISTRICT

David L. Arneson,

Plaintiff,

vs.

Gary Gygax, Tactical Study Rules, a partnership consisting of Gary Gygax and Brian Blume, and T S R Hobbies, Inc., a corporation.

Defendants.

COMPLAINT

Comes now the Plaintiff, David L. Arneson, and for his cause of action against the Defendants, states and alleges:

JURISDICTION

1.1 At all times herein material, Plaintiff has been and now is a resident of the State of Minnesota.

1.2 At all times herein material, Defendant Gary Gygax (hereinafter referred to as "Gygax") has been and now is a Wisconsin resident residing in Lake Geneva, Wisconsin.

1.3 Defendant Gygax was a partner in Defendant Tactical Study Rules, a partnership consisting of Gary Gygax and Brian Blume until on or about July 14, 1975, when said partnership incorporated itself as Defendant T S R Hobbies, Inc., a Wisconsin corporation, having its principal place of business in Lake Geneva, Wisconsin.

1.4 Plaintiff is informed and believes that Defendant T S R Hobbies, Inc. is the assignee of the rights of the said partnership and has assumed the obligations thereof.

1.5 Plaintiff is informed and believes that at all times material hereto, Defendant Tactical Study Rules, and Defendant

T S R Hobbies, Inc. have been and now are doing business and have agents in the State of Minnesota and have entered into a contract with Plaintiff, a Minnesota resident, as hereinafter alleged.

1.6 That Plaintiff's causes of action arise, in part, from a contract entered into in the State of Minnesota and partially performed in the State of Minnesota.

FIRST CAUSE OF ACTION

1.7 At all times herein material, Plaintiff was and still is a professional writer engaged in writing and creating original games and game rules.

1.8 During 1973 and 1974, Defendant Gygax and Plaintiff collaborated together and co-authored a game and set of game rules entitled "Dungeons and Dragons".

1.9 Said game and game rules entitled "Dungeons and Dragons" was copyrighted in the Register of Copyrights, Library of Congress, Washington, D.C., and both Defendant Gygax and Plaintiff are named as co-authors of said game.

1.10 On or about April, 1975, Defendant Gygax and Plaintiff executed a written agreement with Defendant Tactical Study Rules, integrating in writing an oral agreement between the above-named parties which allowed Tactical Study Rules to publish, sell and distribute the set of game rules and game entitled "Dungeons and Dragons" in any form Defendant Tactical Study Rules deemed suitable for commercial sales, as well as any other similar rights beginning in date 1974. A copy of said agreement is attached hereto marked Exhibit "A", and by reference made a part hereof.

1.11 From and after 1974, Defendants have published, marketed and otherwise commercially exploited the game "Dungeons & Dragons", and Plaintiff is informed and believes that Defendants have paid royalties thereon to Plaintiff in accordance with Exhibit "A" until approximately the middle of 1977.

1.12 From and after the middle of 1977, Defendants have continued to publish, market and exploit "Dungeons & Dragons", but have failed and refused to pay Plaintiff royalties in accordance with Exhibit "A", except for certain sums paid which are less than the amounts required in the contract. Such continuing publications include a boxed game entitled "Dungeons and Dragons, Basic Set"", a three-volume set denominated "Original Collector's Edition", a one-volume work entitled "Advanced Dungeons and Dragons, Players' Handbook" (hereinafter referred to as "Players' Handbook"), a one-volume work entitled "Dungeons and Dragons, Monster Manual" (hereinafter referred to as "Monster Manual"), and numerous other playing aids and publications copied derived and developed from "Dungeons and Dragons".

1.13 As a result of the foregoing, Plaintiff has been damaged in an amount equal to one-half of ten percent (10%) of the cover price of the above-described works sold by Defendant T S R Hobbies, Inc.

SECOND CAUSE OF ACTION

2.1 Plaintiff re-alleges all of the allegations set forth above in his First Cause of Action.

2.2 "Players' Handbook" and "Monster Manual" are copied in substantial part and are wholly derived from the original work entitled "Dungeons and Dragons" and each work bears the name "Dungeons and Dragons" as its most prominent feature.

2.3 Defendants, individually and acting in concert have caused "Players' Handbook" and "Monster Manual" to be published in a form falsely represented to be solely authored by Defendant Gygax, and on information and belief, Defendants are preparing other publications copied in substantial part and wholly derived from the original work "Dungeons and Dragons", which will also be published in a form falsely represented to be solely authored by

4.3 That the above-described publication and false representation will cause irreparable damage to the Plaintiff's reputation as a professional author of games and game rules.

WHEREFORE, Plaintiff prays the Judgment and Decree of the above-named Court as follows:

1. Declaring that "Dungeons and Dragons, Basic Set", "Dungeons and Dragons, Original Collector's Edition", "Advanced Dungeons and Dragons, Players' Handbook" and "Advanced Dungeons and Dragons, Monster Manual" are all substantially copied from and wholly derived from the game and game rules referred to as "Dungeons and Dragons" in Exhibit "A".

2. Ordering Defendant T S R Hobbies, Inc. to account to Plaintiff for all sales of "Dungeons and Dragons" and the copies, derivations and adaptations thereof.

3. Entering Judgment in favor of Plaintiff and against Defendants and each of them in a sum equal to five percent (5%) of the cover price of each game or game rules set of "Dungeons and Dragons" and its copies, derivations and adaptations sold by Defendant T S R Hobbies, Inc.

4. Entering Judgment in favor of Plaintiff and against Defendants and each of them in an amount exceeding Fifty Thousand and No/100 Dollars ($50,000.00) for pecuniary damages resulting from the wilfull omission of Plaintiff's name as co-author of "Advanced Dungeons and Dragons, Players' Handbook" and "Advanced Dungeons and Dragons, Monster Manual" and the false representation of Defendant Gygax as the sole author thereof.

5. Entering Judgment in favor of Plaintiff and against Defendants, and each of them, for punitive and exemplary damages in excess of $50,000 for wilfull and wrongful conversion of Plaintiff's rights and for wilfull and wrongful damage to Plaintiff's reputation in his profession.

6. Enjoining and restraining Defendants, and each of them, from the further publication of "Dungeons and Dragons" or any work copied, derived or adapted therefrom without disclosing the Plaintiff's co-authorship thereof upon the cover or box-top of such game or game rules.

7. For such other and further relief as the Court shall deem just and equitable in the premises.

MOSS, FLAHERTY & CLARKSON,
a Professional Association

By J. Michael Hirsch
J. Michael Hirsch

By Maher J. Weinstein
Maher J. Weinstein
Attorneys for Plaintiff
2350 IDS Center
Minneapolis, MN 55402
Telephone: (612) 339-8551

(AGREEMENT (

to take effect as of 1 April 197[illegible], item A. below notwithstanding.

THIS AGREEMENT is made between the the Author(s) specified hereafter and Tactical Studies Rules, 542 Sage Street, Lake Geneva, WI 53147, hereafter called TSR.

Author(s): Gary Gygax, 772 Center St., Lake Geneva, WI

Dave Arneson, 1[illegible]6 Hartford Ave., St. Paul, MN

1. The Author(s) hereby agree to assign to TSR the copyright, the right to publish, sell, and distribute, the set of game rules or game entitled [illegible], in any form TSR deems suitable for commercial sales, as well as any other similar rights.

2. TSR hereby agrees to pay the Author(s) a royalty of [illegible] (10 of the cover price of the game rules or game on each and every copy sold; this royalty to be payable on a quarterly basis reported within 30 days after the end of each quarter, with quarters ending 31 March, 30 June, 30 September and 31 December of each year.

3. TSR also hereby agrees that the ownership of the copyright mentioned above shall revert to the Author(s) not more than 90 days after the set of game rules or game is no longer maintained in-print.

4. This Agreement shall not be considered a valid contract until all parties concerned have signed and dated the contract, but upon so signing the contract shall take effect on a retroactive basis from the date of publication of the set of game rules or game.

TACTICAL STUDIES RULES

E. Gary Gygax — 7 April 1975

E. Gary Gygax, Editor

Gary Gygax — 7 April 1975

Gary Gygax

Dave Arneson

Dave Arneson

Exhibit "A"

STATE OF MINNESOTA DISTRICT COURT

COUNTY OF HENNEPIN FOURTH JUDICIAL DISTRICT

DAVID L. ARNESON,

Plaintiff,

vs. NOTICE FOR REMOVAL

GARY GYGAX, TACTICAL STUDY RULES, a partnership consisting of Gary Gygax and Brian Blume, and TSR HOBBIES, INC., a corporation,

Defendants.

TO: J. Michael Hirsch
Maher J. Weinstein
Attorneys for Plaintiff
2350 IDS Center
Minneapolis, MN 55402

Clerk of Courts
Hennepin County
Minneapolis, MN 55402

PLEASE TAKE NOTICE that Gary Gygax, Tactical Study Rules, a partnership, and TSR Hobbies, Inc., a Wisconsin corporation, the defendants in the above-entitled action, have on March 12, 1979, filed their Petition for Removal and Bond, copies of which are attached hereto, in the office of the Clerk of the United States District Court of Minnesota.

Dated: March 12, 1979.

JACOBSON AND JOHNSON

By _____
Marvin Jacobson
Carl L. Johnson
Attorneys for Defendants
Suite 204
200 South Robert Street
St. Paul, MN 55107

OF COUNSEL:

Michael, Best & Friedrich
250 East Wisconsin Avenue
Milwaukee, WI 53202

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

AFFIDAVIT OF MAILING

GARY GYGAX, TACTICAL STUDY RULES, a partnership consisting of Gary Gygax and Brian Blume, and TSR HOBBIES, INC., a corporation,

Civil Action No. 4-79-109

Defendants.

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

Joan L. Olson, being duly sworn, on oath deposes and says that she is a secretary to Marvin Jacobson, one of the attorneys for the Petitioners-Defendants in the above-entitled action; that on the 13th day of March, 1979, she mailed to the Clerk of Courts for Hennepin County and to J. Michael Hirsch and Maher J. Weinstein, attorneys for the plaintiff, a copy of the Petitioner-Defendants' Petition for Removal, together with a copy of the bond, and a copy of the Summons and Complaint in the Action.

Joan L. Olson

Subscribed and sworn to before
me this 13th day of March, 1979.

Marvin Jacobson
Notary Public, State of Minnesota
My commission: 5-25-80

MARVIN JACOBSON
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires May 25, 1980

MICHAEL, BEST & FRIEDRICH

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WALTER H. WHITE

HERMAN E. FRIEDRICH
JAMES T. HARRINGTON
GERRIT D. FOSTER
HERMAN J. JONGEBLOED

OF COUNSEL

January 22, 1981

RECEIVED
JAN 26 1981
CLERK, U. S. DIST. COURT

Ms. Judith C. Palmer
514 United States Courthouse
110 South Fourth Street
Minneapolis, MN 55401

Re: David L. Arneson v. Gary Gygax and
TSR Hobbies, Inc.
C.A. 4-79-109

Dear Ms. Palmer:

The above case has been noticed for trial sometime during the period beginning February 25, 1981.

In the scheduling of the trial of the above case, it is respectfully requested that the following prior commitments be taken into consideration.

1) City of Yakima v. American Appraisal Associates, Inc., C.A. No. C-77-210, United States District Court for the Eastern District of Washington. Trial estimated for approximately 7 days has been set to commence on April 21, 1981. (Notice of trial dated December 12, 1980). The undersigned is one of the attorneys for the defendant.

2) Family vacation planned for March 27-April 5. Reservations made in May, 1980 to coincide with school vacation calendar.

Very truly yours,

MICHAEL, BEST & FRIEDRICH

Paul R. Puerner

Paul R. Puerner
Attorney for Defendant
TSR Hobbies, Inc. et al

PRP:jj
cc: Maher J. Weinstein

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION
Civil No. 4-79-109

DAVID L. ARNESON,

Plaintiff,

v.

GARY GYGAX and TSR HOBBIES, INC.

Defendants.

NOTICE RESCHEDULING

MOTION HEARING

PLEASE TAKE NOTICE that the motion hearing previously set for Tuesday, December 23, 1980 at 9:30 a.m. is rescheduled for Friday, January 16, 1981 at 9:30 a.m.

Dated: December 23, 1980.

Floyd E. Boline

FLOYD E. BOLINE
UNITED STATES MAGISTRATE

TO: Maher J. Weinstein, Esquire
J. Michael Hirsch, Esquire
Moss, Flaherty & Clarkson
2350 IDS Center
Minneapolis, MN 55402

John L. Beard, Esquire
Michael, Best & Friedrich
250 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Marvin Jacobson, Esquire
Carl L. Johnson, Esquire
Jacobson & Johnson
200 South Robert Street
Suite 204
St. Paul, MN 55107

JACOBSON AND JOHNSON
ATTORNEYS AT LAW
PATENT, TRADEMARK AND COPYRIGHT
SUITE 204, MINNESOTA STATE BANK BUILDING
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TEL. (612) 222-3775

MARVIN JACOBSON
CARL L. JOHNSON
NEIL B. SCHULTE

JOHN E. STRYKER
1895 - 1969

December 3, 1980

Clerk of Court
U.S. District Court
District of Minnesota
Fourth Division
110 South Fourth Street
Minneapolis, MN 55401

SUBJECT: David L. Arneson v Gary Gygax and TSR Hobbies, Inc.
Civil Action No. 4-79-109

Dear Sir:

Enclosed for filing please find Defendants' Second Set of Interrogatories and Requests for Documents and Defendants' Second Request for Admission.

Yours very truly,

JACOBSON AND JOHNSON

By
Marvin Jacobson

MJ:jo

Enclosures

cc Michael, Best & Friedrich (John L. Beard)
J. M. Hirsch, Esq.

RECEIVED
DEC 4 1980
CLERK, U. S. DIST. COURT

MICHAEL, BEST & FRIEDRICH

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WALTER H. WHITE

HERMAN E. FRIEDRICH
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HERMAN J. JONGEBLOED

OF COUNSEL

November 26, 1980

Clerk of Court
U.S. District Court
District of Minnesota
Fourth Division
110 South Fourth Street
Minneapolis, MN 55401

Subject: David L. Arneson v. Gary Gygax and TSR Hobbies, Inc.
Civil Action No. 4-79-109

Dear Sir:

Enclosed for filing please find DEFENDANTS' FIRST REQUESTS FOR ADMISSION and DEFENDANTS' FIRST SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS.

Very truly yours,

MICHAEL, BEST & FRIEDRICH

John L. Beard

John L. Beard

JLB:jj

Enclosures

cc: Marvin Jacobson w/encl.

RECEIVED
NOV 28 1980
CLERK, U. S. DIST. COURT

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ATTORNEYS AT LAW
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JOHN E. STRYKER
1895 - 1969

November 7, 1980

Clerk of Court
U.S. District Court
District of Minnesota
Fourth Division
110 South Fourth Street
Minneapolis, MN 55401

SUBJECT: David L. Arneson v Gary Gygax and TSR Hobbies, Inc.
Civil Action No. 4-79-109

Dear Sir:

Enclosed for filing please find Defendant, TSR Hobbies, Inc., Answer to Plaintiff's Second Set of Interrogatories 1-16 and Defendant, Gary Gygax's Answer to Plaintiff's Second Set of Interrogatories 1-14.

Yours very truly,

JACOBSON AND JOHNSON

By
Marvin Jacobson

MJ:jo

Enclosures

cc Michael, Best & Friedrich (John L. Beard)
J. M. Hirsch, Esq.

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MICHAEL, BEST & FRIEDRICH

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JAMES T. HARRINGTON
GERRIT D. FOSTER
HERMAN J. JONGEBLOED
OF COUNSEL
JOHN W. MICHAEL
(1891-1979)

September 10, 1980

Clerk of Court
United States District Court
United States Courthouse
St. Paul, MN 55101

Re: David L. Arneson v. Gary Gygax et al
C.A. 4-79-109

Sir:

Enclosed for filing please find Defendants' Notice Of Taking Deposition and Request To Produce Documents And Things.

Thank you.

Very truly yours,

MICHAEL, BEST & FRIEDRICH

John L. Beard

JLB:jj

Enclosure

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SEP 15 1980
CLERK, U.S. DIST. COURT

MICHAEL, BEST & FRIEDRICH

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JAMES T. HARRINGTON
GERRIT D. FOSTER
HERMAN J. JONGEBLOED
OF COUNSEL
JOHN W. MICHAEL
(1891-1979)

June 11, 1980

VIA EXPRESS MAIL

Clerk of United States
District Court
United States Courthouse
St. Paul, Minnesota 55101

Re: Arneson vs. Gygax et al
Civil Action 4-79-109

Dear Sir:

Enclosed for filing please find Defendants' Answer to Amended Complaint and Defendant's counterclaims.

Thank you.

Very truly yours,

MICHAEL, BEST & FRIEDRICH

John L. Beard

John L. Beard

RECEIVED
JUN 13 1980
CLERK, U. S. DIST. COURT

JLB:jj

Enclosure

cc: M. J. Weinstein w/encl.
M. Jacobson w/encl.

RECEIVED
JUN 12 1980

CIVIL DOCKET CONTINUATION SHEET

FPI-MI—3-14-75-50M-3511

PLAINTIFF	DEFENDANT	DOCKET NO. 4-79-109
David L. Arneson	Gary Gygax, et al	PAGE 5 OF ____ PAGES

DATE	NR.	PROCEEDINGS
12-10-80	II-20	NOTICE AND MOTION OF PLTF. FOR AN ORDER COMPELLING DEFTS' TO ANSWER VARIOUS INTERROGATORIES, ret. 12-23-80 at 9:30 a.m., with aff. of Maher J. Weinstein.
12-23-80	II-21	ORDER (Mag. Boline) as follows: 1. That all non-dispositive motions in this action shall be heard on or before January 16, 1981. 2. That all discovery in this action shall be completed on or before January 16, 1981. 3. That all dispositive motions in this action shall be heard on or before February 2, 1981. 4. That this case shall commence trial on or after March 2, 1981.
	II-22	NOTICE TO COUNSEL.
1-13-81	II-23	PLTF'S RESPONSE TO FIRST SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS.
	II-24	PLTF'S RESPONSE TO SECOND SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS.
	II-25	PLTF'S RESPONSE TO SECOND REQUESTS FOR ADMISSIONS.
	II-26	PLTF'S RESPONSE TO FIRST REQUESTS FOR ADMISSIONS.
1-16-81	II-27	MOTION OF PLTF. FOR PROTECTIVE ORDER.
	II-28	STIPULATED PROTECTIVE ORDER (Mag. Boline) re: confidentiality of discovery. (Dated 1-13-81).
	II-29	NOTICE TO COUNSEL.
1-19-81	II-30	REPORTER'S TRANSCRIPT of May 7, 1980 (Mag. Boline)(Kitto, R)(Separate)
3-10-81	II-31	STIPULATION AND ORDER (Murphy, J) that the action be and the same is hereby dismissed upon its merits, without costs to any party.
	II-32	NOTICE TO COUNSEL.

DC 111A
(Rev. 1/75)

CIVIL DOCKET CONTINUATION SHEET

FPI-MAR—3-7-78

PLAINTIFF	DEFENDANT	DOCKET NO. 4-79-109
David L. Arneson	Gary Gygax, et al	PAGE 4 OF ____ PAGES

DATE	NR.	PROCEEDINGS
		SEE FOLDER II
5-16-80	II-1	ORDER (Mag. Boline) that plaintiff is granted leave to amend and to serve and file his Amended Complaint. Such service and filing shall be accomplished within seven (7) days after the date of filing of this Order. Defendant shall have twenty (20) days after service of the Amended Complaint in which to file its Answer thereto.
	II-2	NOTICE TO COUNSEL.
5-21-80	II-3	AMENDED COMPLAINT.
6-13-80	II-4	DEFTS' ANSWER TO AMENDED COMPLAINT AND DEFT'S COUNTERCLAIMS.
7-10-80	II-5	TSR HOBBIES, INC.'S REPLY TO THE COUNTERCLAIM.
9-15-80	II-6	NOTICE OF TAKING DEPOSITION OF DAVID L. ARNESON AND PLTF'S REQUEST TO PRODUCE DOCUMENTS.
9-18-80	II-7	MINUTES OF PRETRIAL CONFERENCE (Mag. Boline)
	II-8	ORDER (Mag. Boline) That all non-dispositive motions in this matter shall heard before 12-17-80; That all discovery in this matter shall be complete on or before 1-2-81; That all dispositive motions in this matter shall be heard before 2-2-81; That this case shall be ready for trial on and after 3-2-81.
	II-9	NOTICE TO COUNSEL.
9-22-80	II-10	PLTF'S SECOND SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFT., GARY GYGAX.
	II-11	PLTF'S SECOND SET OF INTERROGATORIES AND REQUEST FORPPRODUCTION OF DOCUMENTS TO DEFT., TSR HOBBIES, INC.
9-26-80	II-12	PLTF'S WRITTEN ASSURANCE.
11-10-80	II-13	TSR HOBGIES, INC. ANSWER TO SECOND SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS.
	II-14	E. GARY GYGAX ANSWER TO SECOND SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS.
11-28-80	II-15	DEFTS' FIRST REQUESTS FOR ADMISSIONS.
	II-16	DEFTS' FIRST SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS.
	II-17	DEPOSITION OF DAVID L. ARNESON TAKEN 9-18-80 (Woitalla, R) (Separate).
12-4-80	II-18	DEFTS' SECOND SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS.
	II-19	DEFTS' SECOND REQUESTS FOR ADMISSION.

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UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

David L. Arneson	)	No. 4-79 Civil 109
	)	
	)	
	)	
	)	Clerk's Notice under
Plaintiff,	)	Rule 77 (d) F. R. Civil Procedure
	)	or
vs.	)	Rule 49 (c) F. R. Criminal Procedure
	)	
Gary Gygax, et al	)	
	)	
	)	
	)	
	)	
Defendant	)	

You are hereby notified that in the above-entitled cause, on the

10th day of March, 19 81, we filed stipulation

and Judge Murphy's Order that the action be and the same is hereby dismissed upon its merits, without costs to any party.

ROBERT E. HESS, CLERK

BY: [signature]
Deputy Clerk

Moss, Flaherty & Clarkson
J. Michael Hirsch & Maher J. Weinstein
2350 IDS Center
Minneapolis, MN 55402

Marvin Jacobson & Carl I. Johnson
200 S. Robert St., Suite 204
St. Paul, MN 55107

II-32

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON, Plaintiff, vs. GARY GYGAX and TSR HOBBIES, INC., a corporation, Defendants.	)	Civil Action No. 4-79-109 STIPULATION AND ORDER FOR DISMISSAL

IT IS HEREBY STIPUATED AND AGREED by and between David L. Arneson, plaintiff, and Gary Gygax and TSR Hobbies, Inc., defendants in the above-entitled action, through their respective attorneys, that said action and all causes of action asserted herein may be dismissed upon the merits and without costs to any party.

Dated this 6th day of March, 1981.

By Maher J. Weinstein
Attorneys for Plaintiff
Maher J. Weinstein
J. Michael Hirsch
MOSS, FLAHERTY, CLARKSON & FLETCHER
2350 IDS Center
Minneapolis, MN 55402
(612) 339-8551

By John L. Beard
Attorneys for Defendants
John L. Beard
Paul R. Puerner
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250 E. Wisconsin Avenue
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(414) 271-6560

Marvin Jacobson
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Suite 204, MN State Bank Bldg.
200 South Robert Street
St. Paul, MN 55107
(612) 222-3775

ORDER

Upon the foregoing stipulation,

IT IS HEREBY ORDERED that the above-entitled action be and the same is hereby dismissed upon its merits, without costs to any party.

Dated this 10 day of March, 1981.

Filed MAR 10 1981
Robert E. Hess, Clerk
By [illegible] Deputy

Donald D. Murphy
United States District Judge

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M-16

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

David L. Arneson	)	No. 4-79 Civil 109
	)	
	)	
	)	
	)	Clerk's Notice under
Plaintiff,	)	Rule 77 (d) F. R. Civil Procedure
	)	or
vs.	)	Rule 49 (c) F. R. Criminal Procedure
Gary Gygax, et al	)	
	)	
	)	
	)	
	)	
Defendant	)	

You are hereby notified that in the above-entitled cause, on the

16th day of January, 19 81, we filed stipulated

Protective Order of Magistrate Boline dated 1-13-81 re: confidentiality of discovery.

ROBERT E. HESS, CLERK

BY: [signature]
Deputy Clerk

Moss, Flaherty & Clarkson
J. Michael Hirsch & Maher J. Weinstein
2350 IDS Center
Minneapolis, MN 55402

Marvin Jacobson & Carl I. Johnson
200 S. Robert St., Suite 204
St. Paul, MN 55107

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UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

GARY GYGAX and TSR HOBBIES, INC., a corporation,

Defendants.

Civil Action No. 4-79-109

PROTECTIVE ORDER

PROTECTIVE ORDER

WHEREAS, Plaintiff David L. Arneson by his attorneys, alleges that he possesses valuable and proprietary commercial information of confidential nature into which it may be necessary for the Defendants to inquire or refer in further proceedings of this case but which should not be made available to the public generally as a result or incident of otherwise public proceedings herein; in order to prevent disclosure thereof to the public except only to the extent necessary in the administration of justice in this action wherein such confidential information is produced through discovery to be had.

It is hereby Ordered and Decreed that:

1. As hereinafter used, the term "Confidential Information" means proprietary and confidential commercial information so designated by Plaintiff and constituting information not generally known to the public, including but not limited to literary and game materials, royalty agreements and other agreements with authors or third parties other than Defendants, whether revealed in the course of discovery proceedings in this action, or otherwise.

2. The terms of this Order shall apply to Confidential Information that has been produced by Plaintiff to Defendants pursuant to discovery in this action. The designation of Confidential Information by Plaintiff is intended solely to facilitate the preparation and trial of this action, and such designation shall not be construed in any way as an admission or agreement by Plaintiff:

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Filed JAN 16 1981
Robert E. Hess, Clerk
By [illegible] Deputy

(a) that the Confidential Information constitutes or contains any trade secret or confidential information protectable from disclosure by law, or

(b) that the Confidential Information constitutes competent, material, relevant or admissible evidence in this action.

3. All transcripts of depositions, exhibits, answers to interrogatories and other documents and tangible things filed with the Court which have previous to filing been designated by Plaintiff as comprising or containing Confidential Information, or any pleading or memorandum purporting to reproduce or paraphrase such information, shall be filed in sealed envelopes or other appropriate sealed containers on which shall be endorsed the title of this action, an indication of the nature of the contents of such sealed envelopes or other containers, the word "CONFIDENTIAL" and a statement substantially in the following form:

> "This envelope contains documents which have been designated as confidential by Plaintiff and is not to be opened nor the contents thereof to be displayed or revealed except by the Order of the Court."

4. Defendants' disclosure of all Confidential Information produced by Plaintiff shall be confined to the Directors of Defendant TSR Hobbies, Inc., Gary Gygax, Brian Blume and Kevin Blume, "Outside Counsel", and "Outside Experts" for Defendants;

(a) for the purposes of this Order, the term "Outside Counsel" shall refer only to Defendants' attorneys who are charged with responsibility for and actively engaged in trial preparations and presentation of this case and to secretarial or clerical personnel employed by or working directly with such attorneys in this action,

(b) for the purposes of this Order, the term "Outside Expert" shall refer only to those independent experts retained by Defendants, and who are not regularly employed by or associated with Defendants; provided, however, that no Confidential Information shall be disclosed to an Expert until Plaintiff approves of the Expert and of the Confidential Information which is to be disclosed.

5. Each person to whom disclosure of Confidential Information is to be made pursuant to the provisions of this Order shall, before disclosure is made to him, be fully identified to counsel for the Plaintiff producing the Confidential Information, and such person, including Gary Gygax, Brian Blume, and Kevin Blume, shall execute and deliver to such counsel a "Written Assurance" concerning the preservation of Confidential Information in accordance with the

form attached hereto and made part of this Order as Exhibit A. One executed copy of said Written Assurance shall also be filed with this Court.

6. All transcripts of depositions, exhibits, answers to interrogatories, research reports, other documents, copies thereof, and all information contained therein, received by Defendants' counsel and which has been designated by the Plaintiff as containing or comprising Confidential Information shall be retained by such counsel and shall be used by such counsel solely for the purposes of this action and shall not be disclosed to or used in whole or in part by others except approved outside experts.

7. In the event Defendants, having good cause, desires, upon the basis thereof, to make a disclosure of Confidential Information which is otherwise prohibited by this Order, the following provision shall apply:

> No less than thirty (30) days, or sooner as the parties may agree, in advance of giving any Confidential Information to any person other than those to whom disclosure of Confidential Information is authorized by Paragraphs 4(a) and 4(b) hereof, the Defendants shall fully identify such person by name, address, business affiliation, etc., and state the reason to Plaintiff why such disclosure is necessary and shall identify with particularity, if the Confidential Information is contained in a document as by reference to the Bates or other identification number which a document bears, or, if otherwise, by full description of the Confidential Information. If Plaintiff objects to the submission of such Confidential Information to such person for any reason, they shall within fifteen (15) days after service of such notice notify the Defendants of its objection and the ground therefor and either party may submit the matter to the Court for ruling, and, in the event of such objection, no disclosure to such person shall be made pending the ruling by the Court permitting such disclosure.

8. The restrictions set forth in this Order shall not apply to any Confidential Information which

(a) is held by this Court not to be confidential commercial information protectable from disclosure; or

(b) at or prior to disclosure thereof in this action is or was in the public domain, or which, after disclosure thereof, becomes public knowledge other than by the unlawful act or omission of a third party or a person or party bound by this Order.

9. This Protective Order shall be without prejudice to the right of either party to bring before the Court by way of motion at any time the question of (a) whether any particular Confidential Information is or is not subject to an exception of Paragraph 8 hereof; or (b) whether any particular

Confidential Information is or is not relevant to any issue of this case. Upon such motion the party asserting such an exception or asserting relevance shall have the burden of establishing the same.

10. Nothing in this Protective Order shall be deemed a waiver of either party's right to oppose production of any documents or other tangible things or answers to interrogatories for lack of timeliness, relevance or materiality, or as a privileged communication, or as trial preparation materials or as not reasonably calculated to lead to the discovery of admissible evidence.

11. On final termination of this action, each party or other person subject to the provisions hereof shall promptly assemble and return to the originating source all materials and documents constituting Confidential Information and all copies, summaries, and abstracts thereof, and return or destroy all other materials, memoranda or documents embodying data concerning such Confidentail Information

Approved as to Form

Dated: 1/5/81

By John L. Beard
Attorneys for Defendants
John L. Beard
Paul R. Puerner
MICHAEL, BEST & FRIEDRICH
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Marvin Jacobson
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Suite 204, MN State Bank Bldg.
200 South Robert Street
St. Paul, MN 55107
(612) 222-3775

Dated: 12/31/80

By
Attorneys for Plaintiff
Maher J. Weinstein
J. Michael Hirsch
MOSS, FLAHERTY, CLARKSON & FLETCHER
2350 IDS Center
Minneapolis, MN 55402
(612) 339-8551

IT IS SO ORDERED, this 13th day of January, 1981.

Floyd E. Boline
~~Judge, U.S. District Court~~
U.S. magistrate

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

GARY GYGAX and TSR HOBBIES, INC., a corporation,

Defendants.

Civil Action No. 4-79-109

WRITTEN ASSURANCE

WRITTEN ASSURANCE

STATE OF _____)
) ss.
COUNTY OF _____)

Being duly sworn, _____ states

1. That he (she) is a Person described by Paragraph 4 of the Protective Order dated _____ and is engaged on behalf of Defendants in the preparation and conduct of the above-identified action.

2. That he is familiar with, and agrees to be bound by tne provisions of the Protective Order dated _____.

3. That he will not divulge to persons other than those specifically authorized by this Order to have access thereto or use except in this action any information obtained pursuant to said Protective Order that has been designated by Plaintiff as Confidential Information, except information which is exempted from restriction under the provisions of Paragraph 8 of the aforesaid Order or such information as was in the public domain prior to obtaining the information or information that may come into the public domain other than by the unlawful act or omission of a person or party bound by the Order.

4. That with respect to Confidential Information which is already in his possession or which is in the public domain or which comes into the public

domain, he will not disclose to others the fact that he or others possess or employ such information unless that fact is publicly known or becomes publicly known other than by the unlawful act or omission of a person or party bound by the Order.

_____

Capacity: _____

Subscribed and sworn to before me this ____ day of _____, 19____.

_____

Notary Public

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

GARY GYGAX and TSR HOBBIES, INC., a corporation,

Defendants.

Civil Action No. 4-79-109

MOTION AND STIPULATION FOR PROTECTIVE ORDER

Motion

Plaintiff hereby moves the Court pursuant to Federal Rule of Civil Procedure 26(c) for entry of an accompanying Protective Order to prevent disclosure of confidential commercial information to those other than the Defendants, Defendants' attorneys, and approved outside experts.

Stipulation

It is hereby stipulated between Plaintiff's and Defendants' attorneys that the accompanying Protective Order is approved as to form, and granting of Plaintiff's Motion and entry of the accompanying Protective Order by the Court is respectfully requested.

Dated: 12/31/80

By _____
Attorneys for Plaintiff
Maher J. Weinstein
J. Michael Hirsch
MOSS, FLAHERTY, CLARKSON & FLETCHER
2350 IDS Center
Minneapolis, MN 55402
(612) 339-8551

Dated: 1/5/81

By _____
Attorneys for Defendants
John L. Beard
Paul R. Puerner
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Filed JAN 16 1981
Robert E. Hess, Clerk
By _____ Deputy

II-27

UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

FOURTH DIVISION

DAVID L. ARNESON,

PLAINTIFF,

vs. Civil Action 4-79-109

GARY GYGAX and TSR HOBBIES,

INC., a corporation,

DEFENDANTS.

PLAINTIFF'S RESPONSE TO DEFENDANTS' FIRST REQUESTS FOR ADMISSION

REQUEST NO. 1: Other than compensation received for his co-authorship of "Don't Give Up the Ship", plaintiff received no compensation for work done as a free lance game designer prior to his agreement (Arneson Dep. Ex. 4) with defendant dated January 4, 1974.

ANSWER: Plaintiff denies Request No. 1.

REQUEST NO. 2: There isn't a single sentence in any of booklets "DUNGEONS & DRAGONS", Arneson Dep. Exhibits 1A, 1B and 1C which plaintiff wrote himself.

ANSWER: Plaintiff is uncertain as to defendants' meaning of the term "to write". For example, plaintiff provided written materials to defendant Gygax which were incorporated into drafts of the game rules for Dungeons & Dragons. By telephone and and letter, plaintiff provided ideas and concepts for said game rules to his co-author, defendant Gygax, which were incorporated into these game rules. Plaintiff playtested and reviewed the drafts of said game rules and suggested revisions in writing and by telephone which were incorporated into said game rules. Plaintiff considers all of these activities to be within the meaning of the word "to write", and thus, denies Request No. 2.

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Filed JAN 13 1981
Robert E. Hess, Clerk
By [illegible] Deputy

REQUEST NO. 3: The name "DUNGEONS & DRAGONS" was originated by someone other than plaintiff.

ANSWER: Plaintiff admits Request No. 3, but qualifies said admission by stating that defendant Gygax proposed the name "Dungeons & Dragons" for the game and game rules co-authored by plaintiff and defendant Gygax, and sought and obtained plaintiff's approval for said name.

REQUEST NO. 4: Of the illustrations pictured in Exhibits 1A, 1B and 1C, all such illustrations were prepared by someone other than plaintiff with the exception of four (4) illustrations, namely, "HYDRA", "LIZARD", "GIANT BETTLE" and "PURPLE WORM" which were prepared by plaintiff.

ANSWER: Assuming defendants refer to Arneson Deposition Exhibits 1A, 1B and 1C, plaintiff admits Request No. 4.

REQUEST NO. 5: All editing of the final draft of original "DUNGEONS & DRAGONS" was done in Lake Geneva and plaintiff did not see such final draft before it went to press.

ANSWER: Plaintiff admits Request No. 5 with the qualifications that he interprets the term "final draft" to mean the galley proofs to the game rules, Dungeons & Dragons, which went to the printer and that plaintiff has no information as to where this final editing was done except for the statements of defendant Gygax which indicated that said editing was done in Lake Geneva, Wisconsin.

REQUEST NO. 6: The following statement was made by plaintiff with respect to original "DUNGEONS & DRAGONS" (Exhibits 1A, 1B and 1C) and is a true statement:

> "All editing on the final draft was done in Lake Geneva and I did not see it before it went to press. It was very much a case of me providing various ideas and concepts but not having any say as to how they were used."

ANSWER: Plaintiff admits only that the statement was made by plaintiff. Plaintiff reasserts by reference his earlier response above to Request No. 5 and asserts that Plaintiff participated in the editing and revision of the final manuscript of said game rules as well as earlier drafts, by telephone and mail with Defendant Gygax.

REQUEST NO. 7: Plaintiff has expended no funds of his own to promote the sale of original "DUNGEONS & DRAGONS" (Exhibits 1A, 1B and 1C) or "ADVANCED DUNGEONS & DRAGONS" (3 volume set) or any other products sold by defendant, TSR Hobbies, Inc.

ANSWER: Plaintiff denies Request No. 7.

REQUEST NO. 8: By agreements (Exhibits 4 and 5 to Arneson deposition), plaintiff agreed to assign his copyright in the game rules or game entitled "DUNGEONS & DRAGONS" to the partnership, Tracticial Studies Rules, and defendant TSR Hobbies, Inc. is the assignee of the contractual rights and obligations of said partnership for purposes of this litigation pursuant to stipulation of the parties hereto.

ANSWER: Plaintiff admits Request No. 8; however, plaintiff qualifies this admission by stating that plaintiff assigned the copyright in the game rules and game Dungeons & Dragons in return for royalties on sales of the game rules or game in any form that TSR deemed suitable for commercial sales.

REQUEST NO. 9: It is plaintiff's understanding that the phrase "in any form TSR deems suitable for commercial sales" in Exhibit 5 relates to the packaging, coloring, editing (for clarification) and selections of different pictures for the game rules or game

ANSWER: Plaintiff denies Request No. 9. Plaintiff understands the meaning of the phrase "in any form TSR deems suitable for commercial sales" to be broader in meaning and application.

REQUEST NO. 10: By the phrase quoted above in Request No. 9, TSR was given the right to make decisions as to the size of the booklets and the type of print.

ANSWER: Plaintiff admits Request No. 10.

REQUEST NO. 11: Plaintiff did not have anything to do with the design of any of the playing aids in the "DUNGEONS & DRAGONS" Basic Set.

ANSWER: Plaintiff denies Request No. 11.

REQUEST NO. 12: Plaintiff did not have anything to do with the design of any game playing aids sold by defendant.

ANSWER: Plaintiff denies Request No. 12.

REQUEST NO. 13: Plaintiff did not write a single sentence of the publication "ADVANCED D&D" "Players Handbook."

ANSWER: Plaintiff denies Request No. 13; because plaintiff is a co-author of the game and game rules Dungeons & Dragons and its original supplements which defendant TSR Hobbies, Inc. has included in the publication mentioned in this Request.

REQUEST NO. 14: Plaintiff was not consulted nor did he participate in the writing of the "ADVANCED D&D" "Players Handbook".

ANSWER: Plaintiff denies Request No. 14. See plaintiff's response to Request No. 13.

REQUEST NO. 15: Plaintiff did not write a single sentence of the publication "ADVANCED D&D" "Monster Manual".

ANSWER: Plaintiff denies Request No. 15. See plaintiff's response to Request No. 13.

REQUEST NO. 16: Plaintiff was not consulted nor did he participate in the writing of the "ADVANCED D&D" "Monster Manual".

ANSWER: Plaintiff denies Request No. 16. See plaintiff's response to Request No. 13.

REQUEST NO. 17: Plaintiff did not write a single sentence of the publication "ADVANCED D&D" "Dungeon Masters Guide".

ANSWER: Plaintiff denies Request No. 17. See plaintiff's response to Request No. 13.

REQUEST NO. 18: Plaintiff was not consulted nor did he participate in the writing of the "ADVANCED D&D" "Dungeon Masters Guide".

ANSWER: Plaintiff denies Request No. 18. See plaintiff's response to Request No. 13.

REQUEST NO. 19: Plaintiff did not write a single sentence of the publication "ADVANCED D&D" "Deities & Demigods".

ANSWER: Plaintiff denies Request No. 19. See plaintiff's response to Request No. 13.

REQUEST NO. 20: Plaintiff was not consulted nor did he participate in the writing of the "ADVANCED D&D" "Deities & Demigods".

ANSWER: Plaintiff denies Request No. 20. See plaintiff's response to Request No. 13.

REQUEST NO. 21: Plaintiff does not claim a royalty interest for the publication of "Greyhawk" Supplement I to "DUNGEONS & DRAGONS".

ANSWER: Plaintiff admits Request No. 21.

REQUEST NO. 22: Plaintiff does not claim a royalty interest for the publication of "Eldritch Wizardry" Supplement III to "DUNGEONS & DRAGONS".

ANSWER: Plaintiff admits Request No. 22.

REQUEST NO. 23: Plaintiff does not claim a royalty interest for the publication of "Gods, Demi-gods and Heroes" Supplement IV to "DUNGEONS & DRAGONS".

ANSWER: Plaintiff admits Request No. 23.

REQUEST NO. 24: Plaintiff does not claim a royalty interest for the publication of "Swords & Spells".

ANSWER: Plaintiff denies Request No. 24.

REQUEST NO. 25: Exhibit 6 to the Arneson deposition was prepared after publication of original "DUNGEONS & DRAGONS" (Exhibits 1A, 1B and 1C).

ANSWER: Plaintiff denies Request No. 5 because to his best knowledge Exhibit 6 may have been prepared prior to publication of Dungeons & Dragons.

REQUEST NO. 26: In November 1975, plaintiff assigned his copyright in the set of game rules or game entitled "Blackmoor" to TSR Hobbies, Inc. in exchange for 30 shares of stock in TSR Hobbies, Inc.

ANSWER: Plaintiff admits Request No. 26 but qualifies this admission by reminding defendant TSR Hobbies, Inc. that additional stock was to be issued to plaintiff when royalties had exceeded a certain amount.

REQUEST NO. 27: Plaintiff has received no compensation from TSR Hobbies, Inc. for the assignment of his copyright in "Blackmoor" other than the 30 shares of stock received in November 1975.

ANSWER: Plaintiff admits Request No. 27.

REQUEST NO. 28: Plaintiff received 15 shares of stock in TSR Hobbies, Inc. from TSR Hobbies, Inc. for the assignment to TSR Hobbies, Inc. of his copyright in "Don't Give Up The Ship".

ANSWER: Plaintiff's response to Request No. 28 is the same as his response to Request No. 26.

REQUEST NO. 29: Plaintiff purchased a total of 15 shares of stock in TSR Hobbies, Inc. from TSR Hobbies, Inc. pursuant to a stock option arrangement offered to employees of TSR Hobbies, Inc.

ANSWER: Plaintiff denies Request No. 29 because only 5 shares of stock in TSR Hobbies, Inc., were purchased pursuant to a stock option arrangement offered to employees.

REQUEST NO. 30: Other than the stock transactions referred to in Request Nos. 27, 29, 30 above, plaintiff has not acquired any stock of TSR Hobbies, Inc. from TSR Hobbies, Inc.

ANSWER: Plaintiff denies Request No. 30 because 10 shares of stock were obtained in exchange for a partnership interest in Tactical Studies Rules.

REQUEST NO. 31: Plaintiff was not paid a royalty or other compensation by the partnership Tactical Studies Rules for the acquisition by Tactical Studies Rules of rights in "Greyhawk" Supplement I.

ANSWER: Plaintiff admits Request No. 31, but qualifies said admission by stating that plaintiff agreed with defendant Gygax that Gygax would receive the royalties on the first supplement, and plaintiff would receive the royalties on the second supplement rather than each receiving a share of each of the supplements.

REQUEST NO. 32: Plaintiff was not paid a royalty or other compensation by TSR Hobbies, Inc. for the acquisition by TSR Hobbies, Inc. of rights in "Eldritch Wizardry" Supplement III.

ANSWER: Plaintiff's response to Request No. 32 is the same as his response to Request No. 31.

REQUEST NO. 33: Plaintiff was not paid a royalty or other compensation by TSR Hobbies, Inc. for the acquisition by TSR Hobbies, Inc. of rights in "Gods, Demi-gods and Heroes", Supplement IV.

ANSWER: Plaintiff's response to Request No. 33 is the same as his response to Request No. 31.

REQUEST NO. 34: Plaintiff acknowledges that "DUNGEONS & DRAGONS" is a registered trademark of TSR Hobbies, Inc. (See Arneson Dep. Ex. 23).

ANSWER: Plaintiff has no knowledge of whether "Dungeons & Dragons" is a properly registered trademark of TSR Hobbies, Inc., and denies that TSR Hobbies, Inc., is the owner of the trademark "Dungeons & Dragons".

REQUEST NO. 35: Plaintiff acknowledges that the game rules or game entitled "DUNGEONS & DRAGONS" referred to in Arneson Dep. Ex. 5 was copyrighted by TSR Hobbies, Inc. (ee Arneson Dep. Ex. 23).

ANSWER: Plaintiff admits Request No. 35 but qualifies the admission by stating that TSR only copyrighted the game rules "Dungeons & Dragons" as a assignee of the co-owners of the copyright, defendant Gygax and plaintiff.

REQUEST NO. 36: At the time of the Agreement dated January 4, 1974 (Arneson Dep. Ex. 4), there was only one set of game rules or game entitled "DUNGEONS & DRAGONS" in existence.

ANSWER: Plaintiff denies Request No. 36 in that by January 4, 1974, revisions, expansions, supplements, playing aids and other works had already been planned and prepared as part of the game Dungeons & Dragons.

REQUEST NO. 37: Plaintiff does not claim a royalty interest for the publication of "Blackmoor" Supplement II to "DUNGEONS & DRAGONS".

ANSWER: Plaintiff admits Request No. 37, but qualifies said admission by incorporating herein by reference plaintiff's response to Request No. 26.

REQUEST NO. 38: At the time plaintiff signed the Agreement, Exhibit 5, plaintiff was aware that DUNGEONS & DRAGONS Supplement I, Greyhawk, had been published and that plaintiff had received no royalties based on sales of Greyhawk.

ANSWER: Plaintiff admits Request No. 38, but qualifies said admission by incorporating herein by reference plaintiff's response to Request No. 31.

Dated: December 31, 1980

MOSS, FLAHERTY, CLARKSON & FLETCHER
A Professional Association

By: Maher J. Weinstein
Maher J. Weinstein
Attorneys for Plaintiff
2350 IDS Center
Minneapolis, Minnesota 55402

UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs. Civil Action 4-79-109

GARY GYGAX and TSR HOBBIES, Inc., a corporation,

Defendants.

PLAINTIFF'S RESPONSE TO DEFENDANTS' SECOND REQUESTS FOR ADMISSION

REQUEST NO. 39: Original materials and adventures taken from Plaintiff's Blackmoor Campaign, which did not appear in original DUNGEONS & DRAGONS and Blackmoor, appeared or were used in the work "First Fantasy Campaign" which was published after the original DUNGEONS & DRAGONS game rules were published.

ANSWER: Plaintiff admits Request No. 39.

REQUEST NO. 40: With respect to the documents furnished by Plaintiff to Defendants and bearing Bates numbers corresponding to the numbers of the documents included in the list (1-179) entitled "Arneson Documents" attached to Plaintiff's Statement of the Case, please admit or deny, separately with respect to each Bates numbered document furnished to defendants, that said Bates numbered document is an accurate duplicate of an authentic original document, as described in said list of Arneson Documents (list of Arneson Documents attached hereto as Exhibit I).

ANSWER: Plaintiff admits that each Bates numbered document included in the list entitled "Arneson Documents" is an accurate duplicate of an original document with the following corrections to the summary of said documents contained on said list:

51. Letter (Gygax) dated 12-19-74;

70. Letter (Gygax) dated 6-2-75;

90. Letter (Gygax) dated 12-5-75.

Filed JAN 13 1981
Robert E. Hess, Clerk
By [illegible] Deputy

II-25

MOSS, FLAHERTY, CLARKSON & FLETCHER
A Professional Association

Dated: 12/31/80

By _____
Maher J. Weinstein
Attorneys for Plaintiff
2350 IDS Center
Minneapolis, Minnesota 55402
Telephone: (612) 339-8551

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

GARY GYGAX and TSR HOBBIES, INC., a corporation,

Defendants.

Civil Action No. 4-79-109

PLAINTIFF'S RESPONSE TO DEFENDANTS' SECOND SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS

TO: Gary Gygax and TSR Hobbies, Inc., and their attorneys.

Plaintiff restates his continuing objection to Defendants' Interrogatories as a whole on the grounds that Rule 3 of the Local Rules for the District of Minnesota allows service of no more than 50 interrogatories on a party with each subdivision counted as an interrogatory. Defendants' Interrogatory No. 1 alone constitutes 539 interrogatories in its request for seven separate responses to each of 77 different publications.

Without waiver or limitation of the foregoing objection which shall be continuing in nature for all of Defendants' Interrogatories, Plaintiff makes the following response to the interrogatories in Defendants' Second Set of Interrogatories.

INTERROGATORY NO. 26:

With respect to the Certificates of Copyright Registration for original DUNGEONS & DRAGONS Game rules and other works, photocopies of which were produced to Plaintiff by Defendants, please identify each and every statement contained therein, separately with respect to each Certificate, which plaintiff contends is false.

ANSWER:

26. Plaintiff has been provided only Pages 3 and 4 of Form A relating to Copyright Certificates for Dungeons & Dragons, Chainmail, Greyhawk, Dungeons & Dragons Supplement I, Dungeons & Dragons Supplement II, Blackmoor, Eldritch Wizardry, Dungeons & Dragons Supplement III, Gods, Demi-Gods and Heroes, Dungeons & Dragons Supplement IV, Swords & Spells, Rules for Large-Scale

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By [illegible] Deputy

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Miniatures Battles Based on the Game Dungeons & Dragons, and Advanced Dungeons & Dragons Monster Manual.

Plaintiff contends that Form A for Swords & Spells and Advanced Dungeons & Dragons Monster Manual do not accurately certify the name and other information regarding the authors of these works.

INTERROGATORY NO. 27:

With respect to answers to Defendants' Request for Admission No. 40, please identify each and every Bates numbered document which Defendants deny is an accurate duplicate of an authentic original document, as described in the list of "Arneson Documents", explaining the basis for each of said denials.

ANSWER:

27. See Plaintiff's response to Request No. 40 which answers Interrogatory No. 27.

INTERROGATORY NO. 28:

Unless already identified in answer to Defendants' Interrogatory 15, please identify all documents still in Plaintiff's control which were used by Plaintiff for writing the "First Fantasy Campaign".

ANSWER:

28. These documents which Plaintiff considers confidential in nature will be produced to Defendants for inspection and copying as soon as a protective order is issued protecting confidential information designated by the Plaintiffs.

INTERROGATORY NO. 29:

Please produce and deliver to Defendants' counsel a copy of each and every document identified in answer to Interrogatory No. 28.

ANSWER:

29. See Plaintiff's response to Interrogatory No. 28 above.

INTERROGATORY NO. 30:

Please identify each and every document which makes up the "supplemental material" (to the game rules "Don't Give Up The Ship") referred to by Plaintiff at Line 18 on Page 6 of the July 18, 1979 deposition of Plaintiff.

ANSWER:

30. Plaintiff objects to this interrogatory on the grounds that the information sought is not reasonably calculated to lead to the discovery of admissible evidence.

INTERROGATORY NO. 31:

Please identify each and every document which relates in any way to Plaintiff's effort to sell said "supplemental material" referred to in Interrogatory 30.

ANSWER:

31. See Plaintiff's response to Interrogatory No. 30 above.

INTERROGATORY NO. 32:

Please produce to Defendants' counsel a copy of each and every document identified in answer to Interrogatories 30 and 31.

ANSWER:

32. See Plaintiff's responses to Interrogatory No. 30 above.

INTERROGATORY NO. 33:

Please define separately with respect to each term, the meaning of the terms (a) "based upon", (b) "copied", (c) "adapted", (d) "derived" and (e) "developed from" as those terms are used in paragraph 1.13 of Plaintiff's Amended Complaint.

ANSWER:

33. a) The term "based upon" as that term is used in Paragraph 1.13 of Plaintiff's Amended Complaint means that Dungeons & Dragons constitutes or serves as the literary and functional basis of the subsequent work.

b) The term "copied" as that term is used in Paragraph 1.13 of Plaintiff's Amended Complaint means that Dungeons & Dragons has been reproduced or duplicated in the subsequent work.

c) The term "adapted" as that term is used in Paragraph 1.13 of Plaintiff's Amended Complaint means that Dungeons & Dragons has been slightly modified to fit the form of the subsequent works.

d) The term "derived" as that term is used in Paragraph 1.13 of Plaintiff's Amended Complaint means that Dungeons & Dragons is the source or origin from which the subsequent works were drawn.

e) The term "developed from" as that term is used in Paragraph 1.13 of Plaintiff's Amended Complaint means essentially the same as the term "derived" defined above.

INTERROGATORY NO. 34:

With respect to the following publications, SWORDS & SPELLS and ADVANCED DUNGEONS & DRAGONS, Monster Manual, Players Handbook, Dungeon Master's Guide and Deities & Demigods, please identify, separately with respect to each of the above publications:

a) all the material (by page, paragraph and sentence) which Plaintiff claims was copied, verbatim, from the original DUNGEONS & DRAGONS game rules and on which Plaintiff relies to support his claims for royalty payments under the Agreement, Exhibit B;

b) all the material which Plaintiff claims was "copied" (as the term "copied" is used in Paragraph 1.13 of Plaintiff's Amended Complaint) from the original DUNGEONS & DRAGONS game rules;

c) all the materials, exclusive of those identified in answer to subparagraphs (a) and (b) which Plaintiff claims was "derived" (as the term "derived" is used in paragraph 1.13 in Plaintiff's Amended Complaint) from original DUNGEONS & DRAGONS game rules.

ANSWER:

34. Plaintiff objects to the burdensome and oppressive requests contained in the subparts of Interrogatory No. 34 which ask Plaintiff to conduct a sentence-by-sentence review of five separate publications. The answers to these interrogatory subparts can be obtained by examining each of the publications named and comparing these publications to Dungeons & Dragons and the answers can be as easily determined by the Defendants as by Plaintiff. Plaintiff also objects on the ground that any comparisons of these publications by Plaintiff and his representatives are not discoverable by reason of Rule 26 (b)(3).

INTERROGATORY NO. 35:

Please identify in detail all rights, including "film, literary and computer program rights", in DUNGEONS & DRAGONS game rules, which Plaintiff claims were not acquired under the Agreements, Exhibits A and B to the Amended Complaint.

ANSWER:

35. The right to adapt and exploit the game or game rules Dungeons & Dragons for motion picture purposes, other literary or dramatic purposes, or computer applications.

INTERROGATORY NO. 36:

With respect to Plaintiff's answer to Defendants' Interrogatory No. 1(d), with respect to each publication and/or item identified, describe in detail all facts and documents upon which Plaintiff relies to support its claim that Defendant, Gary Gygax, is personally liable or obligated to pay Plaintiff royalties under said Agreement, Exhibit "B".

ANSWER:

36. Plaintiff's claims against Defendant Gygax arise out of Defendant Gygax's breach of a fiduciary duty to account to Plaintiff as a co-author of the joint work, Dungeons & Dragons, rather than the terms of the Agreement attached to Plaintiff's Amended Complaint as Exhibit "B".

INTERROGATORY NO. 37:

With regard to Plaintiff's First and Second Requests for Admission, as to each request which was denied, state in detail the basis, including all facts and documents upon which Plaintiff relies for denial.

ANSWER:

37. The basis for the denial of any request was that the facts asserted therein are false.

Dated: January 7, 1981 David L. Arneson
David L. Arneson

Subscribed and sworn to before me this 7th day of January, 1981.

JAMES M. HIRSCH
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 3, 1984

James M. Hirsch
Notary Public

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

GARY GYGAX and TSR HOBBIES, INC., a corporation,

Defendants.

Civil Action No. 4-79-109

RESPONSE TO DEFENDANTS' FIRST SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS

TO: DEFENDANTS GARY GYGAX and TSR HOBBIES, INC., and their attorneys.

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, Plaintiff submits the following answers, responses and objections to Defendants' First Set of Interrogatories and Request for Production of Documents.

INTERROGATORY NO. 1

With respect to each publication and/or item identified by Defendants (numbered 1-77) in answer to Plaintiff's interrogatories Nos. 1 and 2, please identify separately with respect to each of subparagraphs (a) - (g) below, each of said publications and/or items which:

a) Plaintiff claims to be the sole author of;

b) Plaintiff claims to be a co-author of;

c) Plaintiff claims that TSR Hobbies, Inc. ("TSR") is obligated to pay Plaintiff royalties on under the Agreement (attached as Exhibit B to Plaintiff's Amended Complaint);

d) Plaintiff claims that Defendant, Gary Gygax, is personally liable or obligated to pay Plaintiff royalties on under said Agreement, Exhibit B;

e) Plaintiff claims that Defendants are jointly or severally obligated to pay royalties to plaintiff on, based on any rights Plaintiff may have not accorded to Plaintiff under said Agreement, Exhibit B;

f) Plaintiff concedes that Defendants are not obligated to pay Plaintiff royalties on under said Agreement, Exhibit B or otherwise;

g) Plaintiff is uncertain about as to whether Defendants have any obligation to pay royalties to Plaintiff under the Agreement, Exhibit B or otherwise.

ANSWER:

1. Plaintiff objects to Defendants' Interrogatories as a whole on the grounds that Rule 3 of the Local Rules for the District of Minnesota allows

Filed JAN 13 1981
Robert E. Hess, Clerk
By [illegible] Deputy

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No. 3290½—Affidavit of Service by Mail. (Rev. 1957) Miller-Davis Co., Minneapolis

State of Minnesota,

County of HENNEPIN } *ss.*

Mary Lahr *of the* City *of* Minneapolis *County of* Hennepin *in the State of Minnesota, being duly sworn, says that on the* 2nd *day of* January, *19*81, *s he served the annexed* Plaintiff's Response to Defendants First & Second Sets of Interrogatories; & Plaintiff's Response to Defendants' First ~~xnx~~ and Second Sets of Requests for Admissions on John L. Beard, *the attorney(s) for* Gary Gygax and TSR Hobbies, Inc. *the* Defendants *in this action, by mailing to* him *a copy thereof, inclosed in an envelope, postage prepaid, and by depositing same in the post office at* Minneapolis, *Minnesota directed to said attorney(s) at* 250 East Wisconsin Avenue, Milwaukee, WI 53202 *the last known address of said attorney(s).*

Subscribed and sworn to before me, this 2nd *day of* January, *19*81

Nancy M. Kiskis

NANCY M. KISKIS
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Dec. 2, 1981

Mary Lahr
Mary Lahr

Notary Public *County, Minnesota*

My Commission Expires

service of no more than 50 interrogatories on a party with each subdivision counted as an interrogatory. Defendants' Interrogatory No. 1 alone constitutes 539 interrogatories in its request for seven separate responses to each of 77 different publications.

Without waiver or limitation of the foregoing objection which shall be continuing in nature for all of Defendants' Interrogatories, Plaintiff makes the following response to Interrogatory No. 1. However, Plaintiff has not yet been provided Items Nos. 54, 58(a), (c), and (e), 61 through 77 by Defendants in order that he can determine their status, and thus, makes no response regarding these items. No response is also made to items Nos. 24, 59 and 60 which have not been identified or produced.

a) Plaintiff does not claim to be the sole author of any of the publications identified by Defendants except Document No. 32;

b) Plaintiff claims to be a co-author of each publication identified by Defendants except Documents Nos. 2, 3, 29, 30, 31 and 33;

c) Plaintiff claims that TSR Hobbies, Inc. is obligated to pay Plaintiff royalties on each publication and/or item identified by Defendants except those documents identified in Interrogatory No. 1(b) and Documents 4, 5, 6, 7, and 32;

d) Plaintiff does not claim that Defendant Gygax is personally liable or obligated to pay Plaintiff royalties under the Agreement attached to Plaintiff's Amended Complaint as Exhibit B;

e) Plaintiff does not know what Defendants mean by "based on any rights Plaintiff, may have not accorded to Plaintiff under said Agreement, Exhibit B", and therefore is unable to answer this interrogatorey subpart;

f) See Plaintiff's Answer to Interrogatory No. 1(c) above;

g) Plaintiff is uncertain about as to whether Defendants have any obligation to pay royalties under the Agreement, Exhibit B or otherwise, only as to those documents identified above which have not yet been produced.

INTERROGATORY NO. 2:

Please identify each and every publication and/or item, of which Plaintiff is aware, exclusive of items numbered 1-77 mentioned above, for which Plaintiff claims that Defendants are jointly or severally obligated to pay royalties to Plaintiff under said Agreement, Exhibit B, or under any other claim Plaintiff may have against Defendants.

ANSWER:

2. It is Plaintiff's understanding that Dungeons & Dragons is being translated into French, German, and possibly other languages, that a movie script is being prepared from Dungeons & Dragons, and that a publication

entitled "Fiend Folio" is being produced. The contents of these items have not been disclosed by Defendants to Plaintiff, but, based on the information he presently possesses regarding these publications, Plaintiff claims royalties on these publications as well as any computer applications of Dungeons & Dragons.

INTERROGATORY NO. 3:

With respect to each and every publication and/or item identified by Plaintiff in answer to Interrogatories 1 and 2 above, except items identified in answer to Interrogatories 1(a) and (f), please state:

a) Identify each and every sentence which Plaintfff wrote and which appears in any of said items or publications, individually identifying the item or publication and the page number(s) of said item or publication on which said sentence or sentences appear;

b) Identify each and every drawing or other piece of artwork which Plaintiff created and which appears in any of said items or publications, individually identifying the item or publication, and the covers or page number(s) of said item or publication on which the drawing or artwork appears;

c) Identify each statement of authorship attribution and each statement of credits appearing in any of said items or publication which Plaintiff contends is false, individually identifying the item or publication and the page number(s) on which the statements appear;

d) Identify each statement of authorship attribution and each statement of credits appearing in any of said items or publications which Plaintiff contends misleads or is likely to mislead the public as to authorship of said item or publication, individually identifying the item or publication and the page number(s) or which the statements appear;

e) Identify each statement of authorship attribution and each statement of credits appearing in any of said items or publications which Plaintiff contends misleads or is likely to mislead the public as to the source (as the term "source" is used in Plaintiff's Ninth Cause of Action, paragraph 9.2) of said items or publications, individually identifying the item or publication and the page number(s) on which the statements appear;

f) Identify each statement of authorship attribution and each statement of credits which appears in any of said items or publications and which Plaintiff contends misleads or is likely to mislead the public as to the identity of the Publisher of said item or publication, individually identifying the item or publication and the page number(s) on which the statements appear;

g) Identify each statement or designation of trademark ownership appearing in any of said items or publications which Plaintiff contends is false individually identifying the item or publication and the page number(s) on which the statements or designation appear;

h) Identify each statement or designation of copyright ownership appearing in any of said items or publications which Plaintiff contends is false, individually identifying the item or publication and the page number(s) on which the statements or designation appear.

ANSWER:

3. With regard to those publications and/or items identified and produced to Plaintiff, Plaintiff makes the following responses:

a) Plaintiff is uncertain as to what Defendants mean by the term "wrote". Plaintiff is a co-author with Defendant Gygax of the joint work, Dungeons & Dragons and its original supplements. Defendants and Plaintiff have used written material from Dungeons & Dragons and the supplements in other publications by Defendants. Plaintiff otherwise objects to this burdensome and oppressive request that Plaintiff provide Defendants with a sentence by sentence comparison of all these publications. The answer to this interrogatory subpart can be obtained by comparing the publication Dungeons & Dragons and the supplements to each of the other publications and/or playing aids named and the answer can be as easily determined by the Defendants as by Plaintiff. Plaintiff also objects on the ground that any comparisons of these publications by Plaintiff and his representatives are not discoverable by reason of Rule 26 (b)(3).

b) All drawings or other pieces of artwork which Plaintiff created appear in Dungeons & Dragons and have already been identified by Plaintiff in his deposition.

c) ach of the documents identified in Plaintiff's response to Interrogatory No. 1(c) which falsely designate Defendant Gygax as the sole author of these publications. Plaintiff objects to any further answer to this interrogatory subpart based on the same objections stated above in response to Interrogatory No. 3(a).

d) See Plaintiff's response to Interrogatory No. 3(c), above.

e) See Plaintiff's response to Interrogatory No. 3(c), above.

f) None.

g) Any designation not showing Plaintiff and Defendant Gygax as the owners of the trademark Dungeons & Dragons are false.

h) None, except that Defendant TSR Hobbies, Inc., is a assignee of the copyright to these works rather than the owner.

INTERROGATORY NO. 4

With respect to each of said items or publications identified by Plaintiff in answer to Interrogatory 1(a), and with respect to the publication "Adventures in Fantasy" please state whether Defendant Gygax is a co-author of, or has any co-author's interest in, said item or publication.

ANSWER:

4. None.

INTERROGATORY NO. 5:

With respect to the following publications, original DUNGEONS & DRAGONS Game Rules, Exhibits 1A, 1B, and 1C of Plaintiff's July 18, 1979 deposition, "DUNGEONS & DRAGONS" Basic Set, DUNGEONS & DRAGONS Supplement I, GREYHAWK, Supplement II, BLACKMOOR, Supplement III, ELDRITCH WIZARDRY, Supplement IV, GODS, DEMI-GODS & HEROES, SWORDS & SPELLS, and ADVANCED DUNGEONS & DRAGONS, Monster Manual, Players Handbook, Dungeon Masters Guide and DEITIES & DEMIGODS, please state:

a) Identify each and every treasure or magic item name and/or treasure or magic item description which Plaintiff claims to have created and which appears in any of said publications, individually identifying the publication page number(s) of said publication on which said treasure or magic item name or description appears;

b) Identify each and every character (including player and non-player) name and/or character (including player and non-player) description which Plaintiff claims to have created and which appears in any of said publications, individually identifying the publication and the page number(s) of said publication on which the character name or character description appear;

c) Identify each and every monster name and/or monster description which Plaintiff claims to have created and which appears in any of said publications, individually identifying the publication and then the page number(s) of said publication on which said monster name or monster description appears;

d) Identify each and every weapon, armor or equipment name and/or weapon, armor or equipment description which Plaintiff claims to have created and which appears in any of said publications, individually identifying the publication and the page number(s) of said publication on which said weapon armor, or equipment name or description appear;

e) Identify each and every spell name or spell description which Plaintiff claims to have created and which appears in any of said publications, individually identifying the publication and the page number on which said spell name or spell description appears;

f) Identify each and every element of the combat system which Plaintiff claims to have created and which appears in any of said publications, individually identifying the publication and the page number(s) of said publication on which the combat system elements appear;

g) Identify each and every element of Underworld Adventure Mechanics which Plaintiff claims to have created and which appears in any of said publications, individually identifying the publication and the page number(s) of the publication on which the underworld adventure mechanics elements appear;

h) Identify each and every element of wilderness adventure mechanics which Plaintiff claims to have created and which appears in any of said publications, individually identifying the publication and the page number(s) of the publication in which the wilderness adventure mechanics elements appear;

i) Identify each and every element of logistical mechanics which Plaintiff claims to have created and which appears in any of said publications, individually identifying the publication and the page number(s) of the publication in which the logistical mechanics element appears;

j) Identify each and every alignment of player and nonplayer characters which Plaintiff claims to have created and which appears in any of said publications, individually identifying the publication and page number(s) of said publication in which the alignment appears;

k) Identify each and every one of the above publications which Plaintiff claims to be a "derivative work" as the term "derivative work" is used in paragraph 2.2 of Plaintiff's Amended Complaint.

ANSWER:

5. a) Plaintiff created jointly with Defendant Gygax all of the treasure or magic items named or described in Dungeons & Dragons and separately created all of the treasure or magic items named or described in Blackmoor. These same treasure or magic items named or described in Dungeons & Dragons and Blackmoor appear in subsequent publications. Plaintiff objects to this burdensome and oppressive request that Plaintiff provide Defendants with a page by page comparison of all these publications. The answer to this interrogatory subpart can be obtained by comparing the publications Dungeons & Dragons and Blackmoor to each of the other publications named, and the answer can be as easily determined by Defendants as the Plaintiff. Plaintiff also objects on the ground that any comparisons of these publications made by Plaintiff and his representatives are not discoverable by reason of Rule 26 (b)(3).

b) Plaintiff is not sure what Defendants mean by "character name" or "character description" and therefore is unable to answer this interrogatory subpart.

c) Plaintiff created jointly with Defendant Gygax all of the monsters named or described in Dungeons & Dragons and created separately all of the monsters named or described in Blackmoor. These same monsters named or described in Dungeons & Dragons and Blackmoor appear in subsequent publications, but Plaintiff objects to any further answer to this interrogatory

subpart based on the same objections stated above in response to Interrogatory No. 5(a).

d) Plaintiff created jointly with Defendant Gygax all of the weapons, armor or equipment named or described in Dungeons & Dragons and created separately all of the weapons, armor or equipment named or described in Blackmoor. These same weapons, armor or equipment named or described in Dungeons & Dragons and Blackmoor appear in subsequent publications, but Plaintiff objects to any further answer to this interrogatory subpart based on the same objections stated above in response to Interrogatory No. 5(a).

e) Plaintiff created jointly with Defendant Gygax all of the spells named or described in Dungeons & Dragons and created separately all of the spells named or described in Blackmoor. These same spells named or described in Dungeons & Dragons and Blackmoor appear in subsequent publications, but Plaintiff objects to any further answer to this interrogatory subpart based on the same objections stated above in response to Interrogatory No. 5(a).

f) Plaintiff created jointly with Defendant Gygax all of the elements of the combat system named or described in Dungeons & Dragons and created separately all of the elements of the combat system named or described in Blackmoor. These same elements of the combat system named or described in Dungeons & Dragons and Blackmoor appear in subsequent publications, but Plaintiff objects to any further answer to this interrogatory subpart based on the same objections stated above in response to Interrogatory No. 5(a).

g) Plaintiff is not sure what Defendants mean by "Underworld Adventure Mechanics" and therefore is unable to answer this interrogatory subpart.

h) Plaintiff is not sure what Defendants mean by "wilderness adventure mechanics" and therefore is unable to answer this interrogatory subpart.

i) Plaintiff is not sure what Defendants mean by "logistical mechanics" and therefore is unable to answer this interrogatory subpart.

j) Plaintiff created jointly with Defendant Gygax all of the alignments of player and non-player characters named or described in Dungeons &

Dragons and created separately all of the alignments of player and non-player characters named or described in Blackmoor. These same alignments of player and non-player characters named or described in Dungeons & Dragons and Blackmoor appear in subsequent publications, but Plaintiff objects to any further answer to this interrogatory subpart based on the same objections stated above in response to Interrogatory No. 5(a).

k) Each of the other named works is a derivative work of Dungeons & Dragons. See answer to Interrogatory No. 11(a), below.

INTERROGATORY NO. 6:

Referring to paragraph XII of Plaintiff's Reply to the counter-claims of Defendant TSR Hobbies, Inc., please separately identify each and every one of the discrete "ideas and concepts" (as those terms are used in paragraph XII of Plaintiff's Reply) which Plaintiff contends he created and on which Plaintiff relies to support Plaintiff's claims for royalty payments under the agreement, Exhibit B.

ANSWER:

6. a) Creation of a character generation system with creation of a unique character by dice rolls or player choice, with one-to-one identification of a player with his/her character.

b) Creation of a system of progressive character development as the game is played, which includes the receipt of knowledge, perception of events and possibility of the action of the player being based on the limitation of his character/alter ego; the purchasing of equipment, acquisition of treasure, and accumulation of goods from episode/adventure/game to game; and the increase in abilities, influence, and powers of the character over the course of a multi-session campaign through the accumulation of character experience and worldly goods.

c) Setting the game in a dungeon setting with a series of levels, with each level offering different and more developed and dangerous risks in the form of "monsters" as well as more valuable "treasure" as a character descends in the dungeon.

d) While typically Dungeons & Dragons is played inside a castle, cave, ruins, underground chambers, etc. (the "dungeon"), Plaintiff also introduced the concept of having the setting of the game outdoors.

e) Creation of a Dungeon Master as the central game figure who designs his own dungeon with its monsters and treasures and who supervises play and provides descriptions and directions for a role playing adventure to the players as they proceed through the dungeon.

f) Creation of a combat system which includes the use of polyhedral dice to determine the amount of damage sustained by a character/player in combat and keeping a record of damage in hit points to determine when wounds would result in a character/player's death.

g) Development of character classes with a three-dimensional development in their description: (1) race (elf, dwarf, human, etc.), (2) class (fighter, cleric magic-user), and (3) level (development in experience, etc.).

h) Development of a magic system to simulate the range of magical weapons, items, and effects found in myth, legend and fantasy with spells, spell number, range, counter-spells, attack rolls, artifacts, etc.

i) Creation of a collection of monsters and treasure for populating the adventure setting, with descriptions adapted to Dungeons & Dragons with its unique combat system which descriptions include numbers appearing, frequency of appearance, habitat, treasure, etc.

j) All other concepts and ideas including tables, rules, descriptions, etc., which appear in Dungeons & Dragons were prepared and co-created by Plaintiff and Defendant Gygax by telephone and written correspondence during 1973.

INTERROGATORY NO. 7:

With respect to each of the ideas and concepts (hereinafter referred to as "ideas") identified in answer to Interrogatory No. 6, please state:

a) Please separately identify which of said ideas Plaintiff contends appeared in or were referred to in the original DUNGEONS & DRAGONS Game rules, Exhibits 1A, 1B and 1C of Plaintiff's July 18, 1979 deposition;

b) Please state which of said ideas appeared in or were referred to in Plaintiff's Blackmoor Dungeon campaign, prior to publication of said original DUNGEONS & DRAGONS game rules;

c) Please identify each and every individual who participated in Plaintiff's Blackmoor Dungeon Campaign and who was exposed to one or more of said ideas;

d) Please identify which of said ideas appeared in the publication entitled "Chainmail" and which were utilized by Arneson in said Blackmoor Campaign;

e) Which of said ideas appeared in or were referred to in DUNGEONS & DRAGONS Supplement No. 1, Greyhawk;

f) Which of said ideas appeared in or were referred to in DUNGEONS & DRAGONS, Supplement No. 2, Blackmoor;

g) Which of said ideas appeared in or were referred to in DUNGEONS & DRAGONS Supplement No. 3, Eldritch Wizardry;

h) Please identify which of said ideas appeared in or were referred to in DUNGEONS & DRAGONS Supplement No. 4, Gods, Demi-Gods and Heroes;

i) Please identify which of said ideas appeared or were referred to in the publication Swords & Spells;

j) Please identify which of said ideas appeared or were referred to in ADVANCED DUNGEONS & DRAGONS Monster Manual;

k) Please identify which of said ideas appeared or were referred to in ADVANCED DUNGEONS & DRAGONS, Players Handbook;

l) Please identify which of said ideas appeared in or were referred to in ADVANCED DUNGEONS & DRAGONS, Dungeon Master's Guide;

m) Please identify which of said ideas appeared in or were referred to in ADVANCED DUNGEONS & DRAGONS, Deities & Demigods;

n) Please identify which of said ideas appeared in or were referred to in Plaintiff's work entitled "The First Fantasy Campaign";

o) Please identify which of said ideas appeared in or were referred to in the work entitled "Adventures in Fantasy", of which Plaintiff, Arneson, is named as a co-author;

p) Please identify which of said ideas appeared in or were referred to in any other publications authored or co-authored by Plaintiff, identifying the ideas and the names of the publications authored or co-authored by Arneson;

q) Please identify which of said ideas, exclusive of ideas which appeared in or were referred to in any one of DUNGEONS & DRAGONS Supplement 1, 2, 3, or 4, appeared in or were referred to in ADVANCED DUNGEONS & DRAGONS:

1) Players Handbook;
2) Monster Manual;
3) Dungeons Masters Guide;
4) Dieties & Demi-gods.

ANSWER:

7. a) All of these ideas and concepts appeared in Dungeons & Dragons.

b) All of these ideas and concepts in rough form appeared in Plaintiff's "Blackmoor" Campaign.

c) Plaintiff, Kurt Krey, Bill Hoyt, Richard Snider, John Soucup, Greg Swenson, Rick Johnson, Dave Fant, Tim Kirkpatrick, Dan Nicholson, Duane

Jenkins, Bill Heaton, Pete Gaylord, Gale Gaylord, Dave Wesley, Ross Maher, Steve Rockford, Dave Megarry. The addresses of all these individuals are given in Plaintiff's Statement of Case.

d) None of these ideas or concepts appear in the publication entitled "Chainmail". Plaintiff has already responded to which ideas or concepts were utilized by Plaintiff in his "Blackmoor" Campaign.

(e through o) Plaintiff objects to the burdensome and oppressive requests contained in these interrogatory subparts which ask Plaintiff to conduct a review of eleven separate publications. The answers to these interrogatory subparts can be obtained by examining each of the publications named and the answers can be as easily determined by the Defendants as by Plaintiff. Plaintiff also objects on the ground that any comparisons of these publications by Plaintiff and his representatives are not discoverable by reason of Rule 26 (b)(3).

p) None.

q) See Plaintiff's response to Interrogatory 7(e through o).

INTERROGATORY NO. 8:

With respect to DUNGEONS & DRAGONS Supplement No. 1, Supplement 2, Supplement 3 and Supplement 4, and Swords & Spells, please identify individually with respect to each publication above, the approximate date(s) on which Plaintiff was first aware that each said items was: (a) being written; and (b) was published.

ANSWER:

8. Plaintiff's best estimates in response to this interrogatory are as follows:

Greyhawk:

a) Fall, 1974

b) Spring, 1975

Blackmoor:

a) Fall, 1974

b) Spring, 1975

Eldritch Wizardry:

a) Spring, 1976

b) Spring, 1976

Gods, Demi-Gods and Heroes:

a) Spring, 1976

b) Summer, 1976

Swords & Spells:

a) Summer, 1976

b) Summer, 1976.

INTERROGATORY NO. 9:

Please state whether Plaintiff claims to be entitled to royalty payments or other compensation (and if so, what percentage or amount) based upon proceeds received or to be received by Defendant TSR pursuant to the Agreement between Mattel, Inc. and TSR, a copy of which Agreement was produced to Plaintiff.

ANSWER:

9. Yes, Five percent (5%) of the cover price of each game sold.

INTERROGATORY NO. 10:

Please define the meaning of the terms "film, literary and computer program rights" as those terms are used by Plaintiff in paragraph 7.2 of the Amended Complaint.

ANSWER:

10. The right to adapt and exploit the game or game rules Dungeons & Dragons for motion picture purposes, other literary purposes, or computer applications.

INTERROGATORY NO. 11:

Please define the meaning of the terms (a) "derivative works" as that term is used by Plaintiff in paragraph 2.2 of the Amended Complaint; and (b) "co-author" as that term is used by Plaintiff in paragraph 2.4 of the Amended Complaint.

ANSWER:

11. a) The meaning of the term "derivative works" as that term is used by Plaintiff in paragraph 2.2 of his Amended Complaint is as follows:

> Plaintiff and Defendant are co-authors of the game and game rules Dungeons & Dragons, a joint work which they assigned to Defendant TSR Hobbies, Inc. by contract. The contract allows TSR Hobbies, Inc. to exploit and market the joint work in any form Defendant TSR Hobbies, Inc. deemed suitable for commercial sales provided that royalties were paid on the cover price of the game rules or game (in whatever form) on each and every copy sold. Plaintiff has alleged in his Complaint that Defendant has marketed and exploited the joint work Dungeons & Dragons in numerous other forms without paying him the required royalties. Plaintiff refers to these publications and playing aids which are based upon and copied, adapted, derived, and developed from Dungeons & Dragons as intended and permitted by Arneson and Gygax as co-authors but for which Defendant TSR Hobbies, Inc. refuses to pay Plaintiff royalties, as "derivative works".

b) The meaning of the term "co-author" as that term is used by Plaintiff in paragraph 2.4 of his Amended Complaint is as follows:

> A "co-author" is one who collaborates with another to produce a joint work.

INTERROGATORY NO. 12:

Identify by year, source and name of game or game rules all income of any kind received by Plaintiff for work performed by Plaintiff in the design, preparation, writing and/or creation of games and/or game rules.

ANSWER:

12. The information requested by this interrogatory which Plaintiff considers confidential in nature has been prepared and will be produced to Defendants as soon as a protective order is issued protecting confidential information designated by the Plaintiff.

INTERROGATORY NO. 13:

Identify by year, source and name of game and/or game rules all income of any kind received by Plaintiff for work performed by Plaintiff as a consultant regarding game design.

ANSWER:

13. See Plaintiff's response to Interrogatory No. 12 above.

INTERROGATORY NO. 14:

Describe in detail any agreements Plaintiff Arneson has entered into whereby he receives or received a royalty or other compensation for writing publications entitled "THE FIRST FANTASY CAMPAIGN" and "ADVENTURES IN FANTASY", and please identify any documents setting forth said Agreements.

ANSWER:

14. See Answer to Interrogatory No. 12, above.

INTERROGATORY NO. 15:

Please identify any other documents relating to the development or content of "THE FIRST FANTASY CAMPAIGN" and "ADVENTURES IN FANTASY", including any correspondence between Dave Arneson and co-author Richard Snider, and including any agreement between Dave Arneson and Richard Snider.

ANSWER:

15. See Plaintiff's response to Interrogatory No. 12 above.

INTERROGATORY NO. 16:

It is requested that you produce and deliver to counsel for Defendants a copy of each agreement and document identified in answer to Interrogatories 14 and 15.

ANSWER:

16. See Plaintiff's response to Interrogatory No. 12 above.

INTERROGATORY NO. 17:

With regard to the witnesses listed on Plaintiff's pretrial report, provide the name and address of each witness and state the general subject matter of the testimony to be produced at trial by each such witness.

ANSWER:

17. Plaintiff has provided Defendants with a list of Plaintiff's potential witnesses giving their names and addresses. Plaintiff objects to stating the general subject matter of the testimony to be produced at trial by each such witness on the grounds that this information is not discoverable by reason of Rule 26(b)(3).

INTERROGATORY NO. 18:

With respect to each of Plaintiff's nine causes of action included in the Amended Complaint, describe in detail, separately with respect to each cause of action, all facts on which Plaintiff relies to support each allegation included in each cause of action and to support the related requested relief included in the Amended Complaint.

ANSWER:

18. Plaintiff has already provided Defendants with a statement of the facts underlying its causes of action in his Statement of Case dated September 18, 1980. That Statement is incorporated herein by reference.

INTERROGATORY NO. 19:

With respect to each of Plaintiff's nine causes of action, identify separately with respect to each cause of action, all documents on which Plaintiff relies to support each cause of action and the related requested relief included in the Amended Complaint.

ANSWER:

Plaintiff has provided Defendants with all documents which it may produce as evidence at trial. Plaintiff objects to identifying separately with respect to each cause of action each specific document it intends to produce as evidence at trial on the grounds that this information is not discoverable by reason of Rule 26(b)(3).

INTERROGATORY NO. 20:

State the names, present addresses and place of employment of any persons, not previously stated in Plaintiff's pretrial report, having knowledge or information of the issues involved in this litigation who are known to Plaintiff, Plaintiff's counsel, associates, investigators, employees or agents, whether obtained in the course of investigation, preparation for trial or otherwise.

ANSWER:

20. Plaintiff is aware of no additional persons having knowledge or information of the issues involved in this litigation other than the individuals already identified by Plaintiff or by Defendants.

INTERROGATORY NO. 21:

Is Plaintiff aware of any additional documents not previously identified in response to Defendants' prior Requests for Production of Documents, which in any way concern, pertain or relate to the issues involved in this litigation? If so, identify each such document, and at the time you answer these Interrogatories, provide counsel for the Defendants with a copy of each such document in your possession, custody or control.

ANSWER:

21. Plaintiff is aware of no additional documents other than those already produced and the additional documents attached hereto.

INTERROGATORY NO. 22:

State the following with respect to any expert witness Plaintiff, Arneson, may call at trial:

a) Name and address;

b) Dates of any written report(s) rendered by him;

c) The subject matter on which he is expected to testify;

d) The substance of all facts to which he is expected to testify;

e) The substance of all opinions to which he is expected to testify; and

f) A summary of the grounds for each opinion to which he is expected to testify.

ANSWER:

22. Rule 26(b)(4) provides that a party may through interrogatories require any other party to identify each person whom the other party expects to call as an expert witness at trial, to state the subject matter on which the expert is expected to testify, and to state the substance of the facts and opinions to which the expert is expected to testify and a summary of the grounds for each opinion. Thus, Plaintiff responds to Defendants' Interrogatory No. 22 as follows:

a) Jon Freeman
565 Willow Road
Apartment 19

b) Mr. Freeman will testify regarding the nature and interrelationships of various publications and playing aids which are the subject matter of this litigation.

c) The substance of the facts as to which Mr. Freeman is expected to testify is the contents of the published works and playing aids which are the subject matter of this lawsuit, and their nature and interrelationships.

d) The substance of the opinions as to which Mr. Freeman is expected to testify is that the publications published by Defendants under the name Advanced Dungeons & Dragons constitute the same game as Dungeons & Dragons and such other opinions as may be necessary to rebut the testimony of the Defendants regarding the contents, nature and interrrelationship between the publications and playing aids which are the subject matter of this litigation.

e) A summary of the grounds for Mr. Freeman's opinions are his examination and familiarity with the publications and playing aids which are the subject matter of this litigation, and his experience and expertise in the area of games and game theory.

INTERROGATORY NO. 3

tate the name and address of all experts who have been retained, specially employed or consulted with, formally or informally, and who are not expected to be called as a witness at trial.

ANSWER:

23. At the present time, Plaintiff has not retained, specially employed or consulted with, formally or informally, any expert who is not expected to be called as a witness at trial.

INTERROGATORY NO. 24:

With regard to all interviews, meetings or other conversations of Plaintiff, Arneson, during the last two years with any third party seeking information regarding DUNGEONS & DRAGONS or TSR Hobbies, Inc. for a news article, magazine article or other written publication, which in any way discussed the origins or creation of the game DUNGEONS & DRAGONS, please state:

a) he date and place of each of said conversations;

b) Identify all persons present during each of said conversations;

c) State the substance of each of said conversation with said third party regarding the origins or creation of the game DUNGEONS & DRAGONS: and

d) State whether a news article, magazine article or other written publication was subsequently written by said third person which mentions in any way the origin or creation of the game DUNGEONS & DRAGONS, and if so, identify the date and publication in which the writing appears; state whether the writing accurately reports what was said by Plaintiff regarding the creation or origin of the game DUNGEONS & DRAGONS; and if it is inaccurate, please specify in detail how it is inaccurate.

ANSWER:

24. a) On October 25, 1979, the St. Paul Dispatch published an article

entitled "Humdrum Life Escaped in Dungeons & Dragons". The article was written by Nancy Livingston after a conversation with Plaintiff sometime prior to the above date, and a photographer, Buzz Magnuson was also present during the conversation. Plaintiff believes that the terms used in the article as well as some of the direct quotes are distorted, but the writing essentially reports what was said by Plaintiff regarding the creation or origin of the game Dungeons & Dragons.

b) In the June/July, 1979 issue of Different Worlds, an article entitled "My Life and Role-Playing 3" was published which included material submitted by Plaintiff. The article essentially reports Plaintiff's written comments regarding the creation or origin of the game Dungeons & Dragons.

c) In the July, 1979 issue of Twin Cities, an article entitled "Warmongers in Toyland" was published. The article was written by Dale Archibald who had spoken to Plaintiff prior to the above-referenced publication date. Plaintiff believes the article distorts a number of details. Specifically regarding the subject of the creation or origin of the game Dungeons & Dragons, Plaintiff has never stated or implied that he is the sole author or designer of the game Dungeons & Dragons which could be inferred from this article.

INTERROGATORY NO. 25:

It is requested that you produce and deliver to counsel for Defendants a copy of each news article, magazine article or other writing identified in Interrogatory 24 in your possession or control at the time you answer these Interrogatories.

ANSWER:

25. Copies of each of the articles identified by Plaintiff in Interrogatory No. 24 will be produced and delivered to Defendants.

Dated: January 7, 1981 David L Arneson
David L. Arneson

Subscribed and sworn to before me this 7th day of January, 1981.

JAMES M. HIRSCH
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 3, 1984

James M. Hirsch
Notary Public

M-16

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

David L. Arneson	)	No. 4-79 Civil 109
	)	
	)	Clerk's Notice under
Plaintiff,	)	Rule 77 (d) F. R. Civil Procedure
	)	or
-vs-	)	Rule 49 (c) F. R. Criminal Procedure
Gary Gygax, et al	)	
	)	
	)	
	)	
	)	
	)	
Defendant.	)	

You are hereby notified that in the above-entitled cause, on the

23rd **day of** December, 1980, we filed Magistrate Boline's

Order as follows: 1. That all non-dispositive motions in this action shall be heard on or before January 16, 1981. 2. That all discovery in this action shall be completed on or before January 16, 1981. 3. That all dispositive motions in this action shall be heard on or before February 2, 1981. 4. That this case shall commence trial on or after March 2, 1981.

ROBERT E. HESS, CLERK

BY: Cynthia Sherman
Deputy Clerk

Moss, Flaherty & Clarkson
J. Michael Hirsch & Maher J. Weinstein
2350 IDS Center
Minneapolis, MN 55402

Marvin Jacobson & Carl L. Johnson
200 S. Robert St., Suite 204
St. Paul, MN 55107

II-23

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION
Civil No. 4-79-109

DAVID L. ARNESON,

Plaintiff,

v.

GARY GYGAX and TSR HOBBIES, INC. a corporation,

Defendants.

O R D E R

The Court has been advised that due to legibility problems with a number of documents which have been produced in this action, it may be necessary for counsel to travel to Lake Geneva, Wisconsin, to view the original documents. Now, therefore;

IT IS HEREBY ORDERED:

1. That all non-dispositive motions in this action shall be heard on or before January 16, 1981.

2. That all discovery in this action shall be completed on or before January 16, 1981.

3. That all dispositive motions in this action shall be heard or before February 2, 1981.

4. That this case shall commence trial on or after March 2, 1981.

Floyd E. Boline
FLOYD E. BOLINE
UNITED STATES MAGISTRATE

Dated: December 23, 1980.

Filed DEC 23 1980
Robert E. Hess, Clerk
By _____ Deputy

II-21

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

David L. Arneson, Plaintiff, vs. Gary Gygax and TSR Hobbies, Inc., a corporation, Defendants.	)	Civil Action No. 4-79-109 NOTICE OF MOTION AND MOTION

TO: The above-named Defendants and each of them:

PLEASE TAKE NOTICE, that on the 23rd day of December, 1980, at a Special Term of the above Court, before the Honorable Floyd E. Boline, United States Magistrate, at the United States Courthouse in Minneapolis, Minnesota, at 9:30 o'clock a.m., or as soon thereafter as counsel can be heard, Plaintiff will move the Court for the following Order:

1. Compelling the Defendant Gygax to answer Interrogatory No. 3e of Plaintiff's Second Set of Interrogatories dated and served September 18, 1980.

2. Compelling Defendant TSR Hobbies, Inc. to answer Interrogatory No. 3e of Plaintiff's Second Set of Interrogatories dated and served September 18, 1980.

3. Compelling Defendant Gygax to answer Interrogatory No. 3f of said Interrogatories.

4. Compelling Defendant TSR Hobbies, Inc. to answer Interrogatory No. 3f of the said Interrogatories.

5. Compelling Defendant Gygax to answer, completely, Interrogatory No. 3i of the said Interrogatories.

6. Compelling Defendant TSR Hobbies, Inc. to answer, completely, Interrogatory No. 3i of the said Interrogatories.

II-20

Filed DEC 10 1980
Robert E Hess, Clerk
By dgl
Deputy

No. 3290½—Affidavit of Service by Mail. (Rev. 1957) Miller-Davis Co., Minneapolis

State of Minnesota,

County of HENNEPIN } *ss.*

Peggy J. Moran *of the* City *of* Minneapolis
County of Hennepin *in the State of Minnesota, being duly sworn, says that on the* 8th *day of* December, *19* 80, *s*he *served the annexed* Notice of Motion and Motion, Affidavit of Maher J. Weinstein and Plaintiff's Memorandum in Support of Motion *on* John L. Beard
the attorney(s) for Gary Gygax, et al
the Defendants *in this action, by mailing to* him *a copy thereof, inclosed in an envelope, postage prepaid, and by depositing same in the post office at* Minneapolis *Minnesota directed to said attorney(s) at* 250 East Wisconsin Avenue, Milwaukee, WI 53202 *the last known address of said attorney(s).*

Peggy J Moran

Subscribed and sworn to before me, this 8th *day of* December, *19* 80

Lezli Edson

Notary Public LEZLI A. EDSON NOTARY PUBLIC - MINNESOTA HENNEPIN COUNTY My Commission Expires Nov. 1, 1984
County, Minnesota
My Commission Expires My Commission Expires Jun. 20, 1987

7. Compelling Defendant Gygax to complete his answer to Interrogatory No. 3j of the said Interrogatories with respect to the changes in cover price of the publications or items therein referred to.

8. Compelling Defendant TSR Hobbies, Inc. to complete its answer to Interrogatory No. 3j with respect to the changes in cover price of the publications or items therein referred to.

9. Compelling Defendant Gygax to answer Interrogatory No. 4 of the said Interrogatories.

10. Compelling Defendant TSR Hobbies, Inc. to answer Interrogatory No. 4 of the said Interrogatories.

11. Compelling Defendant Gygax to answer Interrogatory No. 8 of the said Interrogatories.

12. Compelling Defendant TSR Hobbies, Inc. to answer Interrogatory No. 10 of the said Interrogatories.

13. Compelling Defendant Gygax to answer Interrogatory No. 9 of the said Interrogatories, or, in the alternative, ordering that no witnesses who are not listed in Plaintiff's and Defendants' statements of the case may testify at the trial of the above-entitled action.

14. Compelling Defendant TSR Hobbies, Inc. to answer Interrogatory No. 11 of the said Interrogatories, or, in the alternative, ordering that no witnesses who are not listed in Plaintiff's and Defendants' statements of the case may testify at the trial of the above-entitled action.

15. Compelling Defendant Gygax to answer Interrogatory No. 11 of the said Interrogatories relating to expert witnesses, or, in the alternative, ordering that Defendant Gygax may not testify as to his opinions or call other witnesses as expert witnesses in the trial of the above-entitled action.

16. Compelling Defendant TSR Hobbies, Inc. to answer Interrogatory No. 13 of the said Interrogatories relating to expert witnesses, or, in the alternative, ordering that Defendant TSR Hobbies, Inc. may not call any witness as expert witnesses in the trial of the above-entitled action.

17. Ordering Defendants and each of them to provide the addresses of those persons named as witnesses in their respective statements of the case dated and filed September 18, 1980.

18. Ordering Defendants, jointly and severally, to pay to the Plaintiff his expenses incurred by reason of said Defendants' failure to timely respond accurately and completely to the above referred-to Interrogatories, in the amount of $480.00.

19. For such other and further relief as the Court deems just and equitable in the premises.

20. Ordering compliance by Defendants with the requested order immediately.

MOSS, FLAHERTY, CLARKSON & FLETCHER
A Professional Association

By _____

Maher J. Weinstein
Attorneys for Plaintiff
2350 IDS Center
Minneapolis, Minnesota 55402
Telephone: (612) 339-8551

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

David L. Arneson, Plaintiff, vs. Gary Gygax and TSR Hobbies, Inc., a corporation, Defendants.	Civil Action No. 4-79-109 AFFIDAVIT OF MAHER J. WEINSTEIN

Maher J. Weinstein, being first duly sworn upon oath, deposes and says:

That he is one of the attorneys for the Plaintiff in the above-entitled action and that he makes this Affidavit in support of Plaintiff's Motion to which this Affidavit is attached.

That on or about September 18, 1980, Affiant caused Plaintiff's Second Set of Interrogatories and Request for Production of Documents to TSR Hobbies, Inc. to be served upon counsel for Defendant TSR Hobbies, Inc.

That on or about September 18, 1980, Affiant caused Plaintiff's Second Set of Interrogatories and Requests for Production of Documents to Defendant Gary Gygax to be served upon counsel for said Defendant. That the originals of both sets of Interrogatories are on file and of record herein.

That on October 22, 1980, Affiant received unsigned purported answers to the said Interrogatories, together with various documents in response thereto.

That on November 7, 1980 Affiant received signed answers to the said Interrogatories, originals of which are on file and of record herein.

That on November 14, 1980 Affiant wrote to Defendants' attorney requesting complete responses to Interrogatories Nos. 3e, 3f, 3i, 3j, 4, 10, 12, 13, 14 and 16 of the TSR Hobbies, Inc. Interrogatories and corresponding Interrogatories in the Gygax Interrogatories.

That on December 1, 1980 Affiant received a telephone call from Defendants' counsel, who stated that he was then seeking to determine whether the information

requested by the Interrogatories in question was available and in what form such information was available; it was agreed that Affiant and Defendants' counsel would confer by telephone on the following day.

That on December 2, 1980 Affiant conferred by telephone, at great length, and it was agreed that Defendants would supplement their answers to Interrogatories promptly, producing some documents in response to some of the Interrogatories and, perhaps, designating records of the Defendants from which the desired information could be abstracted. It was further agreed in the conversation that Affiant would, if necessary, go to Defendant TSR Hobbies, Inc.'s office on December 18, 1980 to review any documents which Defendants might designate as containing the requested information, but which documents Defendants would not produce in copy form and mail to Affiant.

To date, Affiant has received no supplementary answers to the subject Interrogatories, no documents disclosing in any form the information sought by the said Interrogatories, nor any designation of business records of Defendants which might be examined by Affiant to obtain the requested information.

That Defendants have failed to state addresses or locations for those persons named in their statement of the case, submitted September 18, 1980, as witnesses or potential witnesses; as a result, Affiant has been unable to contact such persons to investigate the nature and extent of their knowledge or to obtain discovery, formal or informal, from such potential witnesses of Defendants.

That as a result of the failure of Defendants, and each of them, fully and completely to respond to Plaintiff's Interrogatories and Request for Production of Documents, which are the subject of this Motion, Affiant has been caused to expend five hours in the negotiation with Defendants' counsel and in the preparation of this Motion and will in the future be caused to expend approximately one hour to attend and make oral argument upon this Motion. That the reasonable and customary charge by Affiant for legal services is $80 per hour.

FURTHER AFFIANT SAYETH NOT, save that in the event Defendants provide the requested information in whole or in part prior to the hearing of this Motion,

Affiant will inform the Court by supplementary affidavit or supplementary memorandum prior to hearing.

Maher J. Weinstein

Subscribed and sworn to before me this 8th day of December, 1980.

Notary Public

PEGGY J. MORAN
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires July 22, 1986

UNITED STATED DISTRICT COURT

DISTRICT OF MINNESOTA

FOURTH DIVISION

DAVID L. ARNESON, Plaintiff, vs. GARY GYGAX and TSR HOBBIES, INC., a corporation Defendants.	)	Civil Action 4-79-109

DEFENDANTS' SECOND REQUESTS FOR ADMISSION

Defendants, pursuant to the provisions of Rule 36 FRCP, hereby propounds the following requests for admission of fact. Unless otherwise specified, the term "defendants" as used herein means named defendant Gary Gygax, and/or named defendant TSR Hobbies, Inc.

39. Original materials and adventures taken from plaintiff's Blackmoor Campaign, which did not appear in original DUNGEONS & DRAGONS and Blackmoor, appeared or were used in the work "First Fantasy Campaign" which was published after the original DUNGEONS & DRAGONS game rules were published.

40. Wtih respect to the documents furnished by plaintiff to defendants and bearing Bates numbers corresponding to the numbers of the documents included in the list (1-179) entitled "Arneson Documents" attached to plaintiff's statement of the case, please admit or deny, separately with respect to each Bates numbered document furnished to defendants, that said Bates numbered document is an accurate duplicate of an authentic original document, as described in said list of Arneson Documents (list of Arneson Documents attached hereto as Exhibit I).

II-19

Filed DEC 4 1980
Robert E Hess, Clerk
By _____ Deputy

Marvin Jacobson
JACOBSON AND JOHNSON
Suite 204, MN State Bank Bldg.
200 South Robert Street
St. Paul, MN 55107
(612) 222-3775

MICHAEL, BEST & FRIEDRICH
250 E. Wisconsin Avenue
Milwaukee, WI 53202
(414) 271-6560

Attorneys for Defendants

Dated: December 1, 1980

By _____
John L. Beard
Paul R. Puerner
Michael, Best & Friedrich

CERTIFICATE OF SERVICE

This is to certify that on December 2, 1980, a copy of the foregoing DEFENDANTS' SECOND REQUESTS FOR ADMISSION was personally served on M. J. Weinstein, Moss, Flaherty, Clarkson & Fletcher, 2350 IDS Center, Minneapolis, MN 55402 by MARVIN JACOBSON.

_____

DOCUMENTS PRODUCED OR IDENTIFIED AS PRIVILEGED BY PLAINTIFF ARNESON
(ARNESON DOCUMENTS)

1. Note Card (Gygax?) - undated.
2. Note Card (Gygax) - undated.
3. Note Card (Gygax?) - undated.
4. Letter dated 4-14-70 (Gygax).
5. Letter (Gygax) - undated.
6. Note (?).
7. Postcard (Gygax) - undated.
8. Letter (Gygax) - undated.
9. Game Prep Charts - undated.
10. Letter (Gygax) dated 11/24/71.
11. Suggestion sheet (?).
12. Letter (Gygax) dated March 6, 1972.
13. Postcard (Gygax) dated 3-11-72.
14. Postcard (Gygax) dated 3-16-72.
15. Letter (Gygax) dated 7-31-72.
16. Letter (Gygax) dated 8-14-72.
17. Postcard (Gygax) dated 8-21-72.
18. Letter (Gygax) dated 9-9-72.
19. Letter (Gygax) dated 9-30-72.
20. Letter (Gygax) dated 10-28-72.
21. Postcard (Gygax) dated 12-15-72.
22. Letter (Gygax) dated 12-17-72.
23. Letter (Gygax) dated 2-1-73.
24. Letter (Gygax) dated 2-13-73.
25. List of questions (Gygax) undated.
26. Letter (Gygax) dated April 9, 1973.
27. Postcard (Gygax) dated 4-15-73.
28. Letter (Gygax) dated 5-3-73.
29. Letter to Scruby (Gygax) dated 5-3-73.
30. Letter (Gygax) - undated.
31. Postcard (Gygax) dated August 22, 1973.
32. Postcard (Gygax) dated 9-4-73.
33. Letter (Gygax) dated 9-27-73.
34. Letter (Gygax) dated 12-27-73.
35. Letter (Gygax) dated 12-30-73.
36. Letter (Gygax) dated 1-13-74.
37. Postcard (Gygax) dated 2-7-74.
38. Letter (Gygax) dated 3-5-74.
39. Letter (Gygax) dated 3-13-74.
40. Letter (Gygax) dated 3-20-74.
41. Postcard (Gygax) dated 4-17-74.
42. Letter (Gygax) dated 5-19-74.
43. Letter (Gygax) dated 5-3-74.
44. Letter (Gygax) - undated.
45. Letter (Gygax) dated 6-2-74.
46. Letter (Gygax) dated 6-19-74.
47. Letter (Gygax) dated 7-3-74.

Exhibit I

48. Letter (Gygax) dated August 11, 1974.
49. Letter (TSR) dated 11-24-74.
50. Ad for Scruby (TSR) - undated.
51. Letter (TSR) dated 12-19-74.
52. Letter (Arneson) dated 12-31-74.
53. Letter (Gygax) dated 1-21-75.
54. Balance Sheet Valuation as of 2-1-75.
55. Letter (Gygax) dated 1-28-75.
56. Letter (Gygax) - undated.
57. Letter (Arneson) dated 1-29-75.
58. Letter (Gygax) dated 2-12-75.
59. Postcard dated 2-19-75.
60. Letter (Gygax) dated 2-19-75.
61. Letter (Blume) dated 2-28-75.
62. Letter (Gygax) dated 3-3-75.
63. Postcard (Gygax) dated 3-6-75.
64. Letter (Gygax) dated 3-14-75.
65. Letter (Gygax) dated 3-24-75.
66. Letter (Gygax) dated 4-14-75.
67. Letter (Gygax) dated 4-21-75.
68. Postcard (Gygax) dated 5-5-75.
69. Postcard (Gygax) dated 5-27-75.
70. Letter (Gygax) dated 5-2-75.
71. Letter (Gygax) dated 6-16-75.
72. Letter (Gygax) - undated.
73. Letter (Gygax) dated 7-2-75.
74. Letter (Gygax) dated 10-9-75.
75. Letter (Blume) dated 10-18-75.
76. Letter (Gygax) dated 10-21-75.
77. Letter (Gygax) - undated.
78. Letter (Arneson) dated 11-10-75.
79. Letter (Arneson) dated 11-18-75.
80. Letter (Barker) dated 10-11-75.
81. Letter (Gygax) dated 10-16-75.
82. Letter (Gygax) dated 10-4-75.
83. Letter (Gygax) dated 11-4-75.
84. Letter to Barker (Gygax) dated 1975.
85. Letter to Sutherland (Gygax).
86. Letter to Rudolph (Gygax).
87. Letter to Bill Hoyt (Gygax).
88. Letter (Barker).
89. Letter to Sutherland.
90. Letter (Arneson) dated 12-5-75.
91. DD Contract dated April 1, 1975.
92. DGUTS Contract dated October, 1975.
93. Blackmoor Contract dated November, 1975.
94. Blackmoor Contract dated October, 1975 (carbon).
95. Blackmoor Contract dated October, 1975 (original?).
96. DGUTS Contract dated July, 1976.
97. Description of female demons.
98. Description of demons.
99. Organization of "preparation for the campaign".
100. Book 1 - organization.
101. Organization of D & D.
102. Critic of draft of D & D.

103. Critic of draft of & D.

104. Draft of D & D with penciled-in revisions.

105. Letter (Arneson) dated 10-16-75 - Employment Contract.

106. Letter (Arneson) dated 10-16-75 - Employment Contract.

107. Letter (Arneson) dated 10-14-75 - Employment Contract.

108. Letter (Arneson) dated 10-14-75 - copy.

109. Letter (Arneson) dated 10-14-75 - draft.

110. Notice of Investment in TSR.

111. Purchase Option for TSR dated May 1, 1975.

112. Letter from Leyertin (1977?).

113. Acknowledgment of Receipt of Agreement dated April 1, 1976.

114. Stock Purchase Agreement - TSR.

115. Letter to Weseley (Blume) dated 5-6-77.

116. Letter (Arneson) dated 8-18-77.

117. Letter (Blume) dated 8-23-77.

118. Letter to TSR (Shepro) dated 1-16-80.

119. Letter to Arneson (Shepro) dated 2-14-78.*

120. Sales totals stamped 2-13-78.*

121. Sales totals.*

122, 123, 124. Copies of *Numbers 119, 120 & 121 above.

125. Letter to Arneson (Shepro) dated 3-20-78.

126. Letter to Arneson (Megarry) dated 3-30-77.

127. Draft letter to TSR.

128. Letter to Arneson (Shepro)* dated 4-19-78.

129. Letter to Shepro (Beard)* dated 4-11-78.

130. Letter to Shepro (Arneson) dated 4-21-78.*

131. Letter to Arneson (Blume) dated 4-26-77.

132. Draft of letter to TSR (Arneson) dated 6-27-78.

133. Letter to Arneson (Beard) dated 7-6-78.

134. Letter to Shepro (Arneson) dated 2-8-78.*

135. Letter to Hirsch (Beard) dated 9-9-78.

136. Letter to Beard (Hirsch) dated 8-23-78.

137. Check for Monster Manual.

138. Letter to Games Designers Guide (Arneson).

139. Letter to Origins (Arneson) dated 8-9-78.

140. Letter dated 8-29-78.

141. Letter to Arneson from editor of magazine *

142. Letter to Arneson regarding Charles Roberts Award.

143. Letter to Arneson from Avolon Hill Games.

144. TSR Interoffice Memo dated 11-4-76.

145. TSR General Information Memo - office procedure.

146. TSR Employee Handbook - 11-15-76.

*Not produced.

147. Employee Agreement -26-76.

148. Memo to Arneson regarding Agreement.

149. Letter to TSR (Arneson) dated 11-16-76.

150. Employment Agreement and copy.

151. Letter to Arneson (Gygax) dated 11-16-76.

152. Note to Dad (Arneson) dated 11-17-76.

153. Draft of letter (Arneson) dated 11-19-76.

154. Termination letter from Arneson.

155. Draft of termination letter.

156. Termination letter dated 11-20-76.

157. Letter of recommendation dated 12-7-76.

158. Letter dated 1-5-77.

159. Letter to Arneson (Gygax).

160. Notice of Hearing (Unemployment Compensation dated 5-5-77.

161. Synopsis of Arneson's Testimony taken 3-24-77.

162. Letter to Arneson (Gygax) dated 11-16-76 (No. 151 above).

163. Memo to Arneson dated 11-8-76 (No. 148 above).

164. Employee Agreement dated 1-26-76 (No. 147 above).

165. Letter to TSR dated 11-16-76 (No. 149 above).

166. Letter dated 11-20-76 (No. 156 above).

167. Cover letter dated 5-9-77

168. Copy of Counter Offer.

169. Appeal Tribunal Decision dated 5-27-77.

170. Petition for Commission Review dated 6-1-77.

171. Letter from Blume requesting review dated 5-30-77.

172. Memo from Carr dated 5-28-78.

173. Letter from Gygax dated 5-31-77.

174. Decision of Commission dated 1-31-78.

DOCUMENTS PRODUCED BY PLAINTIFF AT SECOND DEPOSITION
OF DAVID L. ARNESON
(ARNESON DOCUMENTS)

175. Letter (Gygax) - GPGP No. 6.

176. Letter (Gygax) - GPGP No. 7.

177. Letter (Gygax) - GPGP No. 16.

178. Agreement dated January 4, 1974.

179. Draft of "Dungeons & Dragons".

UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

Civil Action No. 4-79-109

GARY GYGAX and TSR HOBBIES, INC., a corporation,

DEFENDANTS' SECOND SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS

Defendants.

TO: Plaintiff David L. Arneson and his attorneys:

YOU WILL PLEASE TAKE NOTICE, that the Defendants demand Answers to the within continuing Interrogatories under oath, pursuant to the provisions of Rule 33 of the Federal Rules of Civil Procedure and production of the within requested documents:

NOTE A: When used herein, the term "Plaintiff Arneson" is intended to and shall embrace and include, in addition to said Plaintiff above named, counsel for Plaintiff, and all agents, servants, employees, representatives, private investigators and others who are in possession of or may have obtained information for or on behalf of said Plaintiff.

NOTE B: The word "document" as used herein shall include without limitation the original and any non-identical copy of any written, recorded or graphic matter, however produced or reproduced, including, but not limited to, any correspondence, memoranda, notes of meetings, telegrams, reports, transcripts of telephone conversations or any other writing of documentary material of any nature whatsoever, together with any attachments thereto and enclosures therewith, and any other photographic and retrievable matter (whether taped or coded, electrostatically, electromagnetically or otherwise) in possession, custody or control of the above-named Plaintiff and/or his attorneys.

NOTE C: The term "identify" as used herein in connection with a document or documents means:

(1) Furnish the name and date of the document, the name and address of the person originating the

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Robert E Hess, Clerk
By _____ Deputy

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document, the name and address of the person, if any, to whom the document was addressed, the name and address of the person(s), if any, executing the document, the names and addresses of all persons to whom copies of the document were or have been sent, and the connection or relationship between Plaintiff and all such persons at the date of the document, and

(2) State whether you are in possession of the original of the document or a copy thereof, and if not in possession of the original or a copy, furnish the name and address of the custodian of the original or a copy.

NOTE D: The term "identify" as used herein in connection with a person or persons means: State the names, titles, and present addresses, or if unknown, the last known addresses and employers of such person or persons.

NOTE E: These interrogatories and requests shall be deemed continuing, and supplemental answers and documents shall be required if the Plaintiff directly or indirectly obtains further information of the nature sought herein between the time answers and responses are served and the time of trial.

26. With respect to the Certificates of Copyright Registration for original DUNGEONS & DRAGONS game rules and other works, photocopies of which were produced to plaintiff by defendants, please identify each and every statement contained therein, separately with respect to each Certificate, which plaintiff contends is false.

27. With respect to answers to defendants' request for admission No. 40, please identify each and every Bates numbered document which defendants deny is an accurate duplicate of an authentic original document, as described in the list of "Arneson Documents", explaining the basis for each of said denials.

28. Unless already identified in answer to defendants' interrogatory 15, please identify all documents still in plaintiff's control which were used by plaintiff for writing the "First Fantasy Campaign".

29. Please produce and deliver to defendants' counsel a copy of each and every document identified in answer to interrogatory 28.

30. Please identify each and every document which makes up the "supplemental material" (to the game rules "Don't Give Up The Ship") referred to by plaintiff at line 18 on page 6 of the July 18, 1979 deposition of plaintiff.

31. Please identify each and every document which relates in any way to plaintiff's effort to sell said "supplemental material" referred to in interrogatory 30.

32. Please produce to defendants' counsel a copy of each and every document identified in answer to interrogatories 30 and 31.

33. Please define separately with respect to each term, the meaning of the terms (a) "based upon", (b) "copied", (c) "adapted", (d) "derived" and (e) "developed from" as those terms are used in paragraph 1.13 of plaintiff's Amended Complaint.

34. With respect to the following publications, SWORDS & SPELLS and ADVANCED DUNGEONS & DRAGONS, Monster Manual, Players Handbook, Dungeon Master's Guide and Deities & Demigods, please identify, separately with respect to each of the above publications:

(a) all the material (by page, paragraph and sentence) which plaintiff claims was copied, verbatim, from the original DUNGEONS & DRAGONS game rules and on which plaintiff relies to support his claims for royalty payments under the Agreement, Exhibit B;

(b) all the material which plaintiff claims was "copied" (as the term "copied" is used in paragraph 1.13 of plaintiff's Amended Complaint) from the original DUNGEONS & DRAGONS game rules;

(c) all the materials, exclusive of those identified in answer to subparagraphs (a) and (b) which plaintiff claims was "derived" (as the term "derived" is used in paragraph 1.13 in plaintiff's Amended Complaint) from original DUNGEONS & DRAGONS game rules.

35. Please identify in detail all rights, including "film, literary and computer program rights", in DUNGEONS & DRAGONS game rules, which plaintiff claims were not acquired under the Agreements, Exhibits A and B to the Amended Complaint.

36. With respectto plaintiff's answer to defendants' interrogatory No. 1(d), with respect to each publication and/or item identified, describe in detail all facts and documents upon which plaintiff relies to support its claim that defendant, Gary Gygax, is personally liable or obligated to pay plaintiff royalties under said Agreement, Exhibit B.

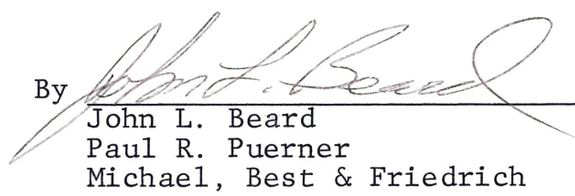
37. With regard to plaintiff's first and second requests for admission, as to each request which was denied, state in detail the basis, including all facts and documents upon which plaintiff relies, for denial.

Marvin Jacobson
JACOBSON & JOHNSON
Suite 204, MN State Bank Bldg.
200 South Robert St.
St. Paul, MN 55107
(612) 222-3775

MICHAEL, BEST & FRIEDRICH
250 E. Wisconsin Avenue
Milwaukee, WI 53202
(414) 271-6560

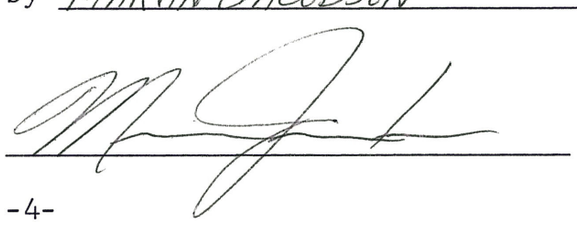
Attorneys for Defendants

Dated: December 1, 1980

By 
John L. Beard
Paul R. Puerner
Michael, Best & Friedrich

CERTIFICATE OF SERVICE

This is to certify that on Decmeber 2, 1980, a copy of the foregoing DEFENDANTS' SECOND SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS was personally served on M. J. Weinstein, Moss, Flaherty, Clarkson & Fletcher, 2350 IDS Center, Minneapolis, MN 55402 by MARVIN JACOBSON.



UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

Civil Action No. 4-79-109

GARY GYGAX and TSR HOBBIES, INC., a corporation,

DEFENDANTS' FIRST SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS

Defendants.

TO: Plaintiff David L. Arneson and his attorneys:

YOU WILL PLEASE TAKE NOTICE, that the Defendants demand Answers to the within continuing Interrogatories under oath, pursuant to the provisions of Rule 33 of the Federal Rules of Civil Procedure and production of the within requested documents:

NOTE A: When used herein, the term "Plaintiff Arneson" is intended to and shall embrace and include, in addition to said Plaintiff above named, counsel for Plaintiff, and all agents, servants, employees, representatives, private investigators and others who are in possession of or may have obtained information for or on behalf of said Plaintiff.

NOTE B: The word "document" as used herein shall include without limitation the original and any non-identical copy of any written, recorded or graphic matter, however produced or reproduced, including, but not limited to, any correspondence, memoranda, notes of meetings, telegrams, reports, transcripts of telephone conversations or any other writing of documentary material of any nature whatsoever, together with any attachments thereto and enclosures therewith, and any other photographic and retrievable matter (whether taped or coded, electrostatically, electromagnetically or otherwise) in possession, custody or control of the above-named Plaintiff and/or his attorneys.

NOTE C: The term "identify" as used herein in connection with a document or documents means:

(1) Furnish the name and date of the document, the name and address of the person originating the

Filed NOV 28 1980
Robert E. Hess, Clerk
By dll
Deputy

II-16

document, the name and address of the person, if any, to whom the document was addressed, the name and address of the person(s), if any, executing the document, the names and addresses of all persons to whom copies of the document were or have been sent, and the connection or relationship between Plaintiff and all such persons at the date of the document, and

(2) State whether you are in possession of the original of the document or a copy thereof, and if not in possession of the original or a copy, furnish the name and address of the custodian of the original or a copy.

NOTE D: The term "identify" as used herein in connection with a person or persons means: State the names, titles, and present addresses, or if unknown, the last known addresses and employers of such person or persons.

NOTE E: These interrogatories and requests shall be deemed continuing, and supplemental answers and documents shall be required if the Plaintiff directly or indirectly obtains further information of the nature sought herein between the time answers and responses are served and the time of trial.

1. With respect to each publication and/or item identified by Defendants (numbered 1-77) in answer to Plaintiff's interrogatories Nos. 1 and 2, please identify separately with respect to each of subparagraphs (a)-(g) below, each of said publications and/or items which:

a) Plaintiff claims to be the sole author of;

b) Plaintiff claims to be a co-author of;

c) Plaintiff claims that TSR Hobbies, Inc. ("TSR") is obligated to pay Plaintiff royalties on under the Agreement (attached as Exhibit B to Plaintiff's Amended Complaint);

d) Plaintiff claims that Defendant, Gary Gygax, is personally liable or obligated to pay Plaintiff royalties on under said Agreement, Exhibit B;

e) Plaintiff claims that Defendants are jointly or severally obligated to pay royalties to plaintiff on, based on any rights Plaintiff may have <u>not</u> accorded to Plaintiff under said Agreement, Exhibit B;

f) Plaintiff concedes that Defendants are not obligated to pay Plaintiff royalties on under said Agreement, Exhibit B or otherwise;

g) Plaintiff is uncertain about as to whether Defendants have any obligation to pay royalties to plaintiff under the Agreement, Exhibit B or otherwise.

2. Please identify each and every publication and/or item, of which Plaintiff is aware, exclusive of items numbered 1-77 mentioned above, for which Plaintiff claims that Defendants are jointly or severally obligated to pay royalties to Plaintiff under said Agreement, Exhibit B, or under any other claim Plaintiff may have against Defendants.

3. With respect to each and every publication and/or item identified by Plaintiff in answer to Interrogatories 1 and 2 above, except items identified in answer to Interrogatories 1(a) and (f), please state:

a) Identify each and every sentence which Plaintiff wrote and which appears in any of said items or publications, individually indentifying the item or publication and the page number(s) of said item or publication on which said sentence or sentences appear;

b) Identify each and every drawing or other piece of artwork which Plaintiff created and which appears in any of said items or publications, individually identifying the item or publication, and the covers or page number(s) of said item or publication on which the drawing or artwork appears;

c) Identify each statement of authorship attribution and each statement of credits appearing in any of said items or publication which Plaintiff contends is false, individually identifying the item or publication and the page number(s) on which the statements appear;

d) Identify each statement of authorship attribution and each statement of credits appearing in any of said items or publications which Plaintiff contends misleads or is likely to mislead the public as to authorship of said item or publication, individually indentifying the item or publication and the page number(s) or which the statements appear;

e) Identify each statement of authorship attribution and each statement of credits appearing in any of said items or publications which Plaintiff contends misleads or is likely to mislead the public as to the source (as the term "source" is used in Plaintiffs Ninth Cause of Action, paragraph 9.2) of said items or publications, individually indentifying the item or publication and the page number(s) on which the statements appear.

f) Identify each statement of authorship attribution and each statement of credits which appears in any of said items or publications and which Plaintiff contends misleads or is likely to mislead the public as to the identity of the Publisher of said item or publication, individually indentifying the item or publication and the page number(s) on which the statements appear;

g) Identify each statement or designation of trademark ownership appearing in any of said items or publications which Plaintiff contends is false individually identifying the item or publication and the page number(s) on which the statements or designation appear;

h) Identify each statement or designation of copyright ownership appearing in any of said items or publications which Plaintiff contends is false, individually identifying the item or publication and the page number(s) on which the statements or designation appear;

4. With respect to each of said items or publications identified by Plaintiff in answer to Interrogatory 1(a), and with respect to the publication "Adventures in Fantasy" please state whether Defendant Gygax is a co-author of, or has any co-author's interest in, said item or publication.

5. With respect to the following publications, original DUNGEONS & DRAGONS Game Rules, Exhibits 1A, 1B, and 1C of Plaintiff's July 18, 1979 deposition, "DUNGEONS & DRAGONS" Basic Set, DUNGEONS & DRAGONS Supplement I, GREYHAWK, Supplement II, BLACKMOOR, Supplement III, ELDRITCH WIZARDRY, Supplement IV, GODS, DEMI-GODS & HEROES, SWORDS & SPELLS, and ADVANCED DUNGEONS & DRAGONS, Monster Manual, Players Handbook, Dungeon Masters Guide and DEITIES & DEMIGODS, please state:

a) Identify each and every treasure or magic item name and/or treasure or magic item description which plaintiff claims to have created and which appears in any of said publications, individually identifying the publication page number(s) of said publication on which said treasure or magic item name or description appears;

b) Identify each and every character (including player and non-player) name and/or character (including player and non-player) description which Plaintiff claims to have created and which appears in any of said publications, individually identifying the publication and the page number(s) of said publication on which the character name or character description appear;

c) Identify each and every monster name and/or monster description which Plaintiff claims to have created and which appears in any of said publications, individually indentifying the publication and then the page number(s) of said publication on which said monster name or monster description appears;

d) Identify each and every weapon, armor or equipment name and/or weapon, armor or equipment description which Plaintiff claims to have created and which appears in any of said publications, individually indentifying the publication and the page number(s) of said publication on which said weapon armor, or equipment name or description appear;

e) Identify each and every spell name or spell description which plaintiff claims to have created and which appears in any of said publications, individually indentifying the publication and the page number on which said spell name or spell description appears;

f) Identify each and every element of the combat system which Plaintiff claims to have created and which appears in any of said publications, individually identifying the publication and the page number(s) of said publication on which the combat system elements appear;

g) Identify each and every element of Underworld Adventure Mechanics which Plaintiff claims to have created and which appears in any of said publications, individually indentifying the publication and the page number(s) of the publication on which the underworld adventure mechanics elements appear;

h) Identify each and every element of wilderness adventure mechanics which Plaintiff claims to have created and which appears in any of said publications, individually identifying the publication and the page number(s) of the publication in which the wilderness adventure mechanics elements appear;

i) Identify each and every element of logistical mechanics which Plaintiff claims to have created and which appears in any of said publications, individually identifying the

publication and the page number(s) of the publication in which the logistical mechanics element appears;

j) Identify each and every alignment of player and non-player characters which Plaintiff claims to have created and which appears in any of said publications, individually identifying the publication and page number(s) of said publication in which the alignment appears;

k) Identify each and every one of the above publications which Plaintiff claims to be a "derivative work" as the term "derivative work" is used in paragraph 2.2 of Plaintiff's Amended Complaint.

6. Referring to paragraph XII of Plaintiff's Reply to the counterclaims of Defendant TSR Hobbies, Inc., please separately identify each and every one of the discrete "ideas and concepts" (as those terms are used in paragraph XII of Plaintiff's Reply) which Plaintiff contends he created and on which Plaintiff relies to support Plaintiff's claims for royalty payments under the agreement, Exhibit B.

7. With respect to each of the ideas and concepts (hereinafter referred to as "ideas") identified in answer to Interrogatory 6, please state:

a) Please separately identify which of said ideas Plaintiff contends appeared in or were referred to in the original DUNGEONS & DRAGONS game rules, Exhibits 1A, 1B and 1C of Plaintiff's July 18, 1979 deposition;

b) Please state which of said ideas appeared in or were referred to in Plaintiff's Blackmoor Dungeon compaign, prior to publication of said original DUNGEONS & DRAGONS game rules;

c) Please identify each and every individual who participated in Plaintiff's Blackmoor Dungeon Campaign and who was exposed to one or more of said ideas;

d) Please identify which of said ideas appeared in the publication entitled "Chainmail" and which were utilized by Arneson in said Blackmoor Campaign;

e) Which of said ideas appeared in or were referred to in DUNGEONS & DRAGONS Supplement No. 1, Greyhawk;

f) Which of said ideas appeared in or were referred to in DUNGEONS & DRAGONS, Supplement No. 2, Blackmoor;

g) Which of said ideas appeared in or were referred to in DUNGEONS & DRAGONS Supplement No. 3, Eldritch Wizardry;

h) Please identify which of said ideas appeared in or were referred to in DUNGEONS & DRAGONS Supplement No. 4, Gods, Demi-gods and Heroes;

i) Please identify which of said ideas appeared or were referred to in the publication Swords & Spells;

j) Please identify which of said ideas appeared or were referred to in ADVANCED DUNGEONS & DRAGONS Monster Manual;

k) Please identify which of said ideas appeared or were referred to in ADVANCED DUNGEONS & DRAGONS, Players Handbook;

l) Please identify which of said ideas appeared in or were referred to in ADVANCED DUNGEONS & DRAGONS, Dungeon Master's Guide;

m) Please identify which of said ideas appeared in or were referred to in ADVANCED DUNGEONS & DRAGONS, Deities & Demigods;

n) Please identify which of said ideas appeared in or were referred to in Plaintiff's work entitled "The First Fantasy Campaign";

o) Please identify which of said ideas appeared in or were referred to in the work entitled "Adventures in Fantasy", of which Plaintiff, Arneson, is named as a co-author.

p) Please identify which of said ideas appeared in or were referred to in any other publications authored or co-authored by Plaintiff, identifying the ideas and the names of the publications authored or co-authored by Arneson;

q) Please identify which of said ideas, exclusive of ideas which appeared in or were referred to in any one of DUNGEONS & DRAGONS Supplement 1, 2, 3, or 4, appeared in or were referred to in ADVANCED DUNGEONS & DRAGONS:

1) Players Handbook;

2) Monster Manual;

3) Dungeons Masters Guide;

4) Dieties & Demi-gods.

8. With respect to DUNGEONS & DRAGONS Supplement No. 1, Supplement 2, Supplement 3 and Supplement 4, and Swords & Spells, please identify individually with respect to each publication above, the approximate date(s) on which Plaintiff was first aware that each said items was: (a) being written; and (b) was published.

9. Please state whether Plaintiff claims to be entitled to royalty payments or other compensation (and if so, what percentage or amount) based upon proceeds received or to be received by Defendant TSR pursuant to the Agreement between Mattel, Inc. and TSR, a copy of which Agreement was produced to Plaintiff.

10. Please define the meaning of the terms "film, literary and computer program rights" as those terms are used by Plaintiff in paragraph 7.2 of the amended complaint.

11. Please define the meaning of the terms (a) "derivative works" as that term is used by Plaintiff in paragraph

2.2 of the amended complaint; and (b) "co-author" as that term is used by Plaintiff in paragraph 2.4 of the amended complaint.

12. Identify by year, source and name of game or game rules all income of any kind received by Plaintiff for work performed by Plaintiff in the design, preparation, writing and/or creation of games and/or game rules.

13. Identify by year, source and name of game and/or game rules all income of any kind received by Plaintiff for work performed by Plaintiff as a consultant regarding game design.

14. Describe in detail any agreements Plaintiff Arneson has entered into whereby he receives or received a royalty or other compensation for writing publications entitled "THE FIRST FANTASY CAMPAIGN" and "ADVENTURES IN FANTASY", and please identify any documents setting forth said Agreements.

15. Please identify any other documents relating to the development or content of "THE FIRST FANTASY CAMPAIGN" and "ADVENTURES IN FANTASY", including any correspondence between Dave Arneson and co-author Richard Snider, and including any agreement between Dave Arneson and Richard Snider.

16. It is requested that you produce and deliver to counsel for Defendants a copy of each agreement and document identified in answer to interrogatories 14 and 15.

17. With regard to the witnesses listed on Plaintiff's pretrial report, provide the name and address of each witness and state the general subject matter of the testimony to be produced at trial by each such witness.

18. With respect to each of Plaintiff's nine causes of action included in the amended complaint, describe in detail,

separately with respect to each cause of action, all facts on which Plaintiff relies to support each allegation included in each cause of action and to support the related requested relief included in the amended complaint.

19. With respect to each of Plaintiff's nine causes of action, identify separately with respect to each cause of action, all documents on which Plaintiff relies to support each cause of action and the related requested relief included in the amended complaint.

20. State the names, present addresses and place of employment of any persons, not previously stated in Plaintiff's pretrial report, having knowledge or information of the issues involved in this litigation who are known to Plaintiff, Plaintiffs' counsel, associates, investigators, employees or agents, whether obtained in the course of investigation, preparation for trial or otherwise.

21. Is Plaintiff aware of any additional documents not previously identified in response to Defendants' prior Requests for Production of Documents, which in any way concern, pertain or relate to the issues involved in this litigation? If so, identify each such document, and at the time you answer these Interrogatories, provide counsel for the Defendants with a copy of each such document in your possession, custody or control.

22. State the following with respect to any expert witness Plaintiff, Arneson, may call at trial:

a) Name and address;

b) Dates of any written report(s) rendered by him;

c) The subject matter on which he is expected to testify;

d) The substance of all facts to which he is expected to testify;

e) The substance of all opinions to which he is expected to testify; and

f) A summary of the grounds for each opinion to which he is expected to testify.

23. State the name and address of all experts who have been retained, specially employed or consulted with, formally or informally, and who are not expected to be called as a witness at trial.

24. With regard to all interviews, meetings or other conversations of Plaintiff, Arneson, during the last two years with any third party seeking information regarding DUNGEONS & DRAGONS or TSR Hobbies, Inc. for a news article, magazine article or other written publication, which in any way discussed the origins or creation of the game DUNGEONS & DRAGONS, please state:

a) The date and place of each of said conversations;

b) Identify all persons present during each of said conversations;

c) State the substance of each of said conversation with said third party regarding the origins or creation of the game DUNGEONS & DRAGONS; and

d) State whether a news article, magazine article or other written publication was subsequently written by said third person which mentions in any way the origin or creation of the game DUNGEONS & DRAGONS, and if so, identify the date and publication in which the writing appears; state whether the writing accurately reports what was said by Plaintiff regarding the creation or origin of the game DUNGEONS & DRAGONS; and if it is inaccurate, please specify in detail how it is inaccurate.

25. It is requested that you produce and deliver to counsel for Defendants a copy of each news article, magazine article or other writing identified in Interrogatory 24 in your possession or control at the time you answer these Interrogatories.

Marvin Jacobson
JACOBSON AND JOHNSON
Suite 204, Minn. State Bank Bldg.
200 South Robert Street
St. Paul, MN 55107
(612) 222-3775

MICHAEL, BEST & FRIEDRICH
250 East Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-6560

Attorneys for Defendants

Dated: November 26, 1980

By _____
John L. Beard
Paul R. Puerner
Michael, Best & Friedrich

CERTIFICATE OF SERVICE

This is to certify that on November 26, 1980, a copy of the foregoing DEFENDANTS' FIRST SET OF INTERROGATORIES 1-25 AND REQUEST FOR PRODUCTION OF DOCUMENTS was mailed, First Class Mail, postage prepaid, to M. J. Weinstein, Moss, Flaherty, Clarkson & Fletcher, 2350 IDS Center, Minneapolis, Minnesota 55402.

_____
John L. Beard

UNITED STATED DISTRICT COURT

DISTRICT OF MINNESOTA

FOURTH DIVISION

DAVID L. ARNESON, Plaintiff, vs. GARY GYGAX and TSR HOBBIES, INC., a corporation Defendants.	)	Civil Action 4-79-109

DEFENDANTS' FIRST REQUESTS FOR ADMISSION

Defendants, pursuant to the provisions of Rule 36 FRCP, hereby propounds the following requests for admission of fact. Unless otherwise specified, the term "defendants" as used herein means named defendant Gary Gygax, and/or named defendant TSR Hobbies, Inc.

1. Other than compensation received for his co-authorship of "Don't Give Up the Ship", plaintiff received no compensation for work done as a free lance game designer prior to his agreement (Arneson Dep. Ex. 4) with defendant dated January 4, 1974.

2. There isn't a single sentence in any of booklets "DUNGEONS & DRAGONS", Arneson Dep. Exhibits 1A, 1B and 1C which plaintiff wrote himself.

3. The name "DUNGEONS & DRAGONS" was originated by someone other than plaintiff.

4. Of the illustrations pictured in Exhibits 1A, 1B and 1C, all such illustrations were prepared by someone other than plaintiff with the exception of four (4) illustrations,

Filed NOV 28 1980
Robert E. Hess, Clerk
By dfl
Deputy

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namely, "HYDRA", "LIZARD", "GIANT BEETLE" AND "PURPLE WORM" which were prepared by plaintiff.

5. All editing of the final draft of original "DUNGEONS & DRAGONS" was done in Lake Geneva and plaintiff did not see such final draft before it went to press.

6. The following statement was made by plaintiff with respect to original "DUNGEONS & DRAGONS" (Exhibits 1A, 1B and 1C) and is a true statement:

> "All editing on the final draft was done in Lake Geneva and I did not see it before it went to press. It was very much a case of me providing various ideas and concepts but not having any say as to how they were used."

7. Plaintiff has expended no funds of his own to promote the sale of original "DUNGEONS & DRAGONS" (Exhibits 1A, 1B and 1C) or "ADVANCED DUNGEONS & DRAGONS" (3 volume set) or any other products sold by defendant, TSR Hobbies, Inc.

8. By agreements (Exhibits 4 and 5 to Arneson deposition), plaintiff agreed to assign his copyright in the game rules or game entitled "DUNGEONS & DRAGONS" to the partnership, Tactical Studies Rules, and defendant, TSR Hobbies, Inc. is the assignee of the contractual rights and obligations of said partnership for purposes of this litigation pursuant to stipulation of the parties hereto.

9. It is plaintiff's understanding that the phrase "in any form TSR deems suitable for commercial sales" in Exhibit 5 relates to the packaging, coloring, editing (for clarification) and selections of different pictures for the game rules or game.

10. By the phrase quoted above in request No. 9, TSR was given the right to make decisions as to the size of the booklets and the type of print.

11. Plaintiff did not have anything to do with the design of any of the playing aids in the "DUNGEONS & DRAGONS" Basic Set.

12. Plaintiff did not have anything to do with the design of any game playing aids sold by defendant.

13. Plaintiff did not write a single sentence of the publication "ADVANCED D&D" "Players Handbook."

14. Plaintiff was not consulted nor did he participate in the writing of the "ADVANCED D&D" "Players Handbook".

15. Plaintiff did not write a single sentence of the publication "ADVANCED D&D" "Monster Manual".

16. Plaintiff was not consulted nor did he participate in the writing of the "ADVANCED D&D" "Monster Manual".

17. Plaintiff did not write a single sentence of the publication "ADVANCED D&D" "Dungeon Masters Guide".

18. Plaintiff was not consulted nor did he participate in the writing of the "ADVANCED D&D" "Dungeon Masters Guide".

19. Plaintiff did not write a single sentence of the publication "ADVANCED D&D" "Deities & Demigods".

20. Plaintiff was not consulted nor did he participate in the writing of the "ADVANCED D&D" "Deities & Demigods".

21. Plaintiff does not claim a royalty interest for the publication of "Greyhawk" Supplement I to "DUNGEONS & DRAGONS".

22. Plaintiff does not claim a royalty interest for the publication of "Eldritch Wizardry" Supplement III to "DUNGEONS & DRAGONS".

23. Plaintiff does not claim a royalty interest for the publication of "Gods, Demi-gods and Heroes" Supplement IV to "DUNGEONS & DRAGONS".

24. Plaintiff does not claim a royalty interest for the publication of "Swords & Spells".

25. Exhibit 6 to the Arneson deposition was prepared after publication of original "DUNGEONS & DRAGONS" (Exhibits 1A, 1B and 1C).

26. In November 1975, plaintiff assigned his copyright in the set of game rules or game entitled "Blackmoor" to TSR Hobbies, Inc. in exchange for 30 shares of stock in TSR Hobbies, Inc.

27. Plaintiff has received no compensation from TSR Hobbies, Inc. for the assignment of his copyright in "Blackmoor" other than the 30 shares of stock received in November 1975.

28. Plaintiff received 15 shares of stock in TSR Hobbies, Inc. from TSR Hobbies, Inc. for the assignment to TSR Hobbies, Inc. of his copyright in "Don't Give Up The Ship".

29. Plaintiff purchased a total of 15 shares of stock in TSR Hobbies, Inc. from TSR Hobbies, Inc. pursant to a stock option arrangement offered to employees of TSR Hobbies, Inc.

30. Other than the stock transactions referred to in Request Nos. 27, 29, 30 above, plaintiff has not acquired any stock of TSR Hobbies, Inc. from TSR Hobbies, Inc.

31. Plaintiff was not paid a royalty or other compensation by the partnership Tactical Studies Rules for the acquisition by Tactical Studies Rules of rights in "Greyhawk" Supplement I.

32. Plaintiff was not paid a royalty or other compensation by TSR Hobbies, Inc. for the acquisition by TSR Hobbies, Inc. of rights in "Eldritch Wizardry" Supplement III.

33. Plaintiff was not paid a royalty or other compensation by TSR Hobbies, Inc. for the acquisition by TSR Hobbies, Inc. of rights in "Gods, Demi-gods and Heroes", Supplement IV.

34. Plaintiff acknowledges that "DUNGEONS & DRAGONS" is a registered trademark of TSR Hobbies, Inc. (See Arneson Dep. Ex. 23).

35. Plaintiff acknowledges that the game rules or game entitled "DUNGEONS & DRAGONS" referred to in Arneson Dep. Ex. 5 was copyrighted by TSR Hobbies, Inc. (See Arneson Dep. Ex. 23).

36. At the time of the Agreement dated January 4, 1974 (Arneson Dep. Ex. 4), there was only one set of game rules or game entitled "DUNGEONS & DRAGONS" in existence.

37. Plaintiff does not claim a royalty interest for the publication of "Blackmoor" Supplement II to "DUNGEONS & DRAGONS".

38. At the time Plaintiff signed the Agreement, Exhibit 5, Plaintiff was aware that DUNGEONS & DRAGONS Supplement I, Greyhawk, had been published and that Plaintiff had received no royalties based on sales of Greyhawk.

Marvin Jacobson
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(612) 222-3775

MICHAEL, BEST & FRIEDRICH
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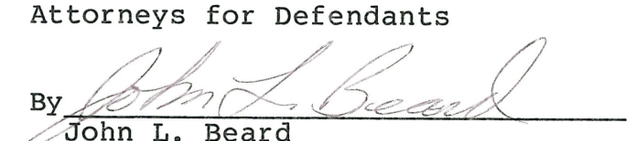
Milwaukee, Wisconsin 53202
(414) 271-6560

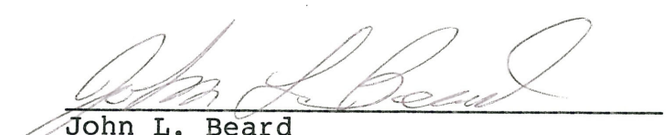
Attorneys for Defendants

Dated: November 26, 1980

By 
John L. Beard
Paul R. Puerner
Michael, Best & Friedrich

CERTIFICATE OF SERVICE

This is to certify that on November 26, 1980, a copy of the foregoing DEFENDANTS' FIRST REQUEST FOR ADMISSION 1-38, was mailed, first class mail, postage prepaid, to M. J. Weinstein, Moss, Flaherty, Clarkson & Fletcher, 2350 IDS Center, Minneapolis, Minnesota 55402.


John L. Beard

UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

FOURTH DIVISION

DAVID L. ARNESON, Plaintiff, vs. GARY GYGAX and TSR HOBBIES, INC., a corporation, Defendants.	)	Civil Action No. 4-79-109

DEFENDANT, E. GARY GYGAX
ANSWER TO PLAINTIFF'S SECOND SET OF
INTERROGATORIES AND REQUEST FOR
PRODUCTION OF DOCUMENTS

Defendant, E. GARY GYAX'S answers are as follows:

INTERROGATORY NO. 1

Identify each publication and/or item, not previously identified in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, created, published, distributed and/or sold by Defendant TSR Hobbies, Inc. since its incorporation that bears the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS.

ANSWER: The following is a list of items which are belived to be called for by Interrogatory No. 1, but Defendant is uncertain as to the exact meaning of the phrase "in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS" used by Plaintiff in Interrogatory No. 1. Defendant does not admit or acknowledge the following works "relate" as that term is used by Plaintiff since Defendant is also uncertain as to the meaning of the term "relate" as used by Plaintiff.

34. D&D BASIC SET BOOKLET

Filed NOV 10 1980
Robert E. Hess, Clerk
By clk
Deputy

II-14

35. D&D COLLECTORS EDITION

36. AD&D DUNGEON MASTERS GUIDE

37. AD&D DIETIES AND DEMIGODS

38. WORLD OF GREYHAWK

39. ADVANCED D&D MODULE T1, THE VILLAGE OF HOMMLET

40. ADVANCED D&D MODULE S2, WHITE PLUME MOUNTAIN

41. AD&D PERMANENT CHARACTER FOLDER AND ADVENTURE RECORDS

42. AD&D PLAYER CHARACTER RECORD SHEETS

43. AD&D NON-PLAYER CHARACTER RECORDS

44. THE ROGUES GALLERY

45. AD&D DUNGEON MODULE C1, HIDDEN SHRINE OF TAMOACHAN

46. AD&D DUNGEON MODULE S3, EXPEDITION TO THE BARRIER PEAKS

47. D&D DUNGEON MODULE B2, THE KEEP ON THE BORDER LAND

48. AD&D DUNGEON MODULE Q1, QUEEN OF DEMONWED PITS

49. AD&D DUNGEON MASTER'S ADVENTURE LOG

50. AD&D DUNGEON MODULE A1, SLAVE PITS OF THE UNDERCITY

51. D&D CHARACTER RECORD SHEETS

52. SMALL HEX PADS

53. LARGE HEX SHEETS

54. SMALL HEX SHEETS

55. There are also several different playing aids produced by Judges Guild. (Exact titles available in their latest catalog, which will be produced)

56. There are several different miniature figures produced by Miniature Figurines Ltd., under the trademark "WORLD OF GREYHAWK" and by Grenadier Models, Inc. under the trademark "ADVANCED DUNGEONS & DRAGONS", as well as miniature figures produced by Heritage Models, Inc. (Exact names and number available in the appropriate catalogs of those firms).

57. ADVANCED DUNGEONS & DRAGONS Coloring Album

58. There are also various TSR promotional materials identified by TSR as follows:

(a) P1 COLOR BROCHURES

(b) P2 ORDER BLANKS

(c) P3 POSTERS (TUBE, 10 ALL DIFFERENT)

(d) P4 LINE ART BOOK

(e) P5 UNDERSTANDING D&D

INTERROGATORY NO. 2

Identify each additional publication and/or item, not previously identified in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, presently being prepared for publication, distribution or sale by Defendant TSR Hobbies, Inc. that will bear the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS.

ANSWER: Information as to items being prepared is hereby designated to constitute confidential information and is being provided subject to the Protective Order.

61. ADVANCED D&D DUNGEON MODULE C2, THE GHOST TOWER OF INVERNESS

62. ADVANCED D&D DUNGEON MODULE A2, SECRET OF THE SLAVES' STOCKADE

63. D&D DUNGEON MODULE X1, THE ISLE OF DREAD

64. ADVANCED D&D DUNGEON MODULE A4, IN THE DUNGEONS OF THE SLAVE LORDS

65. ADVANCED D&D DUNGEON MODULE A3, ASSAULT ON THE AERIE OF THE SALVE LORDS

66. D&D DNGEON MODULE B3, THE PALACE OF THE SILVER PRINCESS

67. ADVANCED D&D DUNGEON MODULE S4, DWELLERS OF THE FORBIDDEN CITY

68. D&D EXPERT SET

69. D&D COMPANION SET

70. MONSTER AND TREASURE ASSORTMENTS

71. DUNGEON GEOMORPHS

72. MODULES G1, G2, AND G3 COMBINED

73. MODULES D1 & D2 COMBINED

74. PERCENTAGE GENERATORS

75. RANDOM NUMBER GENERATORS

76. GDH (GODS DEMI-GODS & HEROS) REVISION

77. MATTEL-ELECTRONIC HAND HELD MAZE GAME

INTERROGATORY NO. 3

With respect to each publication or item identified in response to Interrogatories 1 and 2 above, please state:

a. Identify the author(s) and/or creator(s) of said publication or item;

ANSWER:

34. Gary Gygax (Dave Arneson's contribution to the original Dungeons & Dragons game rules was, at most, a few ideas which did not constitute copyrightable subject matter and/or were in the public domain)

35. Gary Gygax (Dave Arneson's contribution to the original Dunegons & Dragons game rules was, at most, a few ideas which did not constitute copyrightable subject matter and/or were in the public domain)

36. Gary Gygax

37. James M. Ward and Robert J. Kuntz

38. Gary Gygax

39. Gary Gygax

40. Lawrence Schick

41. Compiled by TSR Hobbies, Inc. personnel

42. Compiled by TSR Hobbies, Inc. personnel

43. Compiled by TSR Hobbies, Inc. personnel

44. Brian Blume with Dave Cook and Jean Wells

45. Harold Johnson and Jeff R. Leason

46. Gary Gygax

47. Gary Gygax

48. Dave Sutherland

49. Compiled by TSR Hobbies, Inc. personnel

50. Dave Cook

51. Compiled by TSR Hobbies, Inc. personnel

52. Compiled by TSR Hobbies, Inc. personnel

53. Compiled by TSR Hobbies, Inc. personnel

54. COmpiled by TSR Hobbies, Inc. personnel

55. Unknown, except as to listed manufacturer

56. Unknown, except as to listed manufacturer

57. Gary Gygax

58. Compiled by TSR Hobbies, Inc. personnel

3(a) continued regarding publications being prepared and identified in answer to Interrogatory No. 2

61. Allen Hammack

62. Harold Johnson

63. Dave Cook and Tom Moldvay

64. Lawrence Schick

65. Allen Hammack

66. Jean Wells

67. Dave Cook

68. Gary Gygax and TSR personnel (Dave Arneson's contribution to the original Dungeons and Dragons game rules was, at most, a few ideas which did not constitute copyrightable subject matter and/or were in the public domain)

69. The authors of D&D supplements I, II, and III

70. Compiled by TSR Hobbies, Inc. personnel

71. Gary Gygax

72. Gary Gygax

73. Gary Gygax

74. Manufacturer Unknown

75. Manufacturer Unknown

76. Jim Ward and Robert Kuntz

77. Mattel, Inc.

b. State whether the plan and arrangement of the game rules or game DUNGEONS & DRAGONS was consulted in planning and arranging said publication or item, and if so, describe in detail the manner in which DUNGEONS & DRAGONS influenced the plan and arrangement of said publication or item;

ANSWER: Defendant is unaware of the meaning of the term "consulted" as used by Plaintiff, and can only answer as to the items listed in answer to Interrogatories Nos. 1 and 2, that these items bear the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or there is some relationship to the game rules DUNGEONS & DRAGONS. Copies of the items identified in answer to Interrogatory No. 1 and in the custody of TSR will be made available to Plaintiff and the authors of these items, to the extent that they are employees of TSR Hobbies, Inc., will be made available for deposition.

c. State whether the theme or basic plot of said publication or item was based on the game rules or game DUNGEONS & DRAGONS, and if so, describe in detail the manner in which DUNGEONS & DRAGONS influenced the theme or basic plot of said publication or item;

ANSWER: Defendant is unaware of the meaning of the terms "theme or basic plot" as used by Plaintiff; see answer to Interrogatory No. 3 b.

d. State whether the author(s) and/or creator(s) of said publication or item consulted the game rules or game DUNGEONS & DRAGONS when formulating said publication or item and reducing it to final expression, and if so, describe in detail the manner in which DUNGEONS & DRAGONS influenced the formulation and final expression of said publication or item.

ANSWER: See answer to Interrogatory No. 3 b.

e. State whether any portion of the game rules or game DUNGEONS & DRAGONS was copied or reproduced in the preparation of said publication or item, and if so, state:

(1) The portion of DUNGEONS & DRAGONS that was copied or reproduced;

(2) The manner in which the portion of DUNGEONS & DRAGONS was copied or reproduced;

(3) The page or other location of the copied or reproduced portion of DUNGEONS & DRAGONS in said publication or item.

ANSWER: Copies of all items identified in response to Interrogatory No. 1 and in the custody of TSR will be made available to Plaintiff for comparison.

f. Describe in detail all essential differences between said publication or item and the game rules or game DUNGEONS & DRAGONS.

ANSWER: See answer to Interrogatory No. 3 e.

g. Describe in detail all facts on which you base your contention that said publication or item is the result of independent creation and is not copied or derived from the game rules and game DUNGEONS & DRAGONS.

ANSWER: Dave Arneson's contribution to DUNGEONS & DRAGONS was, at most, a few ideas which did not constitute copyrightable subject matter and/or were in the public domain. Said publications or items were prepared by third parties or TSR personnel without significant assistance from Dave Arneson. Also, see Defendants' answer to Amended Complaint and Defendant TSR's Counterclaims.

h. Describe in detail all facts on which you base your contention that Plaintiff is not entitled to royalties based on the full cover price of said publication or item.

ANSWER: See answer to Interrogatory No. 3 g; others have received or continue to receive remuneration for preparation of many of said items or publications.

i. Identify each person who is entitled to receive or actually receives or has received royalties, or other remuneration based on the authorship or creation of said publication or item, and identify any documents relating to said entitlement or receipt.

ANSWER: See answer to Interrogatory No. 3 a, other TSR employees may have been compensated by salary. Separate royalty agreements exist for some items and said agreements (which are designated confidential) will be produced, subject to the Protective Order.

j. State the actual (or anticipated price if the item or publication has not yet been sold) cover price of said publication or item and the date of any changes in the actual cover price at any time since the initial publication, distribution and/or sale of the publication or item.

ANSWER: The sugested retail prices of TSR's products are included in a limited circulation TSR catalog which will be produced. See the answer to Interrogatory No. 4.

INTERROGATORY NO. 4

If not previously stated in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, state how many copies of each publication or item identified in response to Interrogatories 1 and 2 of Plaintiff's First and Second Sets of Interrogatories and Request for Production of Documents have been sold for money or other consideration during each quarter ending March 31, June 30, September 30 and December 31 of each year, since its initial

creation, publication, distribution and/or sale, or if there has been no sales to date, the anticipated date of initial sales.
ANSWER: TSR sales records will be made available pursuant to F.R.C.P. 33(c).

INTERROGATORY NO. 5

Describe in detail any agreement(s), not previously described in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, which Defendant TSR Hobbies, Inc. has with any other person or entity for the publication and/or item that bears the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS and identify any documents setting forth said agreements.
ANSWER: Documents will be produced as explained in separate letter included herewith.

INTERROGATORY NO. 6

Identify all directors, executive officers, agents and/or employees of Defendant TSR Hobbies, Inc., not previously identified in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, who are related to Defendant Gygax by blood, marriage, or adoption, not more remote than first cousin.
ANSWER: Heidi Gygax, daughter in high school; part time summer help (1980) for Gen Cor.

INTERROGATORY NO. 7

Describe in detail all positions and offices, not previously described in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, with Defendant TSR Hobbies, Inc. held by Defendant Gygax and any member of his immediate family, not more remote than first cousin, including but not limited to the following facts:

a. His or her term of office as a director and/or executive officer and any periods in which he or she has served as such;

ANSWER: Gary Gygax continues to be president of TSR Hobbies, Inc.

b. Any arrangements or understandings between Defendant Gygax or the members of his immediate family and any other person or persons (naming such person(s)) pursuant to which he or she was or is selected as a director and/or executive officer;

ANSWER: Not applicable, or see answer to Interrogatory No. 6.

c. The nature of any family relationship between Defendant Gygax and any other director, executive officer, agent or employee of Defendant TSR Hobbies, Inc.;

ANSWER: Not applicable, or see answer to Interrogatory No. 6.

d. An account of his or her business experience during the past seven years, including his or her principal occupations and employment during that period and the name and principal business of any corporation or other organization in which such occupations and employments were carried on;

ANSWER: Not applicable, or see answer to Interrogatory No. 6.

e. For each class or equity securities of Defendant TSR Hobbies, Inc., state, as of the most recent practicable date, the amount and nature of beneficial ownership of Defendant Gygax and each member of his immediate family and the percent of the class so owned;

ANSWER: See answer to Interrogatory No. 8.

INTERROGATORY NO. 8

Describe in detail the amount and nature of all remuneration paid to Defendant Gygax and each member of his

immediate family, not more remote than first cousin, by Defendant TSR Hobbies, Inc. each year since its incorporation, including but not limited to the following facts:

a. The amount and nature of all cash remuneration distributed or accrued in the form of salaries, fees, director's fees, royalties, commissions and bonuses, and separately identifying the amount and nature of any bonuses or royalties or other remuneration paid for any publication or item identified in response to Interrogatories 1 and 2 of Plaintiff's First and Second Set of Interrogatories and Request for Production of Documents.

b. The amount and nature of any spread between the acquisition price, if any, and the fair market price of all securities or property acquired under any contract, agreement, plan or arrangement, including securities issued on exercise of options, for benefit of Defendant Gygax or any of the members of his immediate family.

c. The amount and nature of any premiums paid by Defendant TSR Hobbies, Inc. on life insurance policies insuring Defendant Gygax or any of the members of his immediate family unless the sole beneficiary under the policy is Defendant TSR Hobbies, Inc.

d. The amount and nature of any premium for health and hospitalization insurance or costs for any medical reimbursement plans paid by Defendant TSR Hobbies, Inc. for the benefit of Defendant Gygax or any of the members of his immediate family unless the health, hospitalization or medical reimbursement plans do not discriminate in favor of officers or directors of TSR Hobbies and are available generally to all salaried employees;

e. The value and nature of personal benefits which are not directly related to job performance, other than those provided to broad categories of employees and which do not

discriminate in favor of officers and directors, furnished by Defendant TSR Hobbies directly or through third parties to Defendant Gygax or any of the members of his immediate family;

f. The amount expressed for financial reporting purposes by Defendant TSR Hobbies, Inc. which represents the contribution, payment, or accrual for the account of Defendant Gygax or any of the members of his immdiate family under any existing pension or retirement plans, annuity contracts, deferred compensation plans or any similar arrangements and the nature of each such arrangement;

g. The amount expressed for financial reporting purposes by Defendant TSR Hobbies, Inc. as remuneration to Defendant Gygax or any of the members of his immediate family with respect to stock options, stock appreciation rights plans, phantom stock plans and any other incentive or compensation plan or arrangement pursuant to which the measure of benefits is based on objective standards or on the value of securities of TSR Hobbies, Inc., granted, awarded or entered into any time in connection with services to TSR Hobbies, Inc. and the nature of any such plan or arrangement;

h. The amount of any contribution, payment or accrual for the account of Defendant Gygax or any of the members of his immediate family which has been expensed by Defendant TSR Hobbies, Inc. for financial reporting purposes under any stock purchase, profit sharing, thrift, or similar plans and the nature of each such plan;

i. The nature and amount involved in any transaction between Defendant TSR Hobbies, Inc. and a third party when the primary purpose of the transaction is to furnish remuneration to Defendant Gygax or any of the members of his immediate family;

j. The title and aggregate amount of securities purchased by Defendant or any members of his immediate family

from Defendant TSR Hobbies, Inc. pursuant to all options to purchase securities of Defendant TSR Hobbies, Inc. including the aggregate purchase price and the aggregate market value of the securities purchased on the date of purchase.

k. The amount and nature of any indebtedness and the nature of the transaction in which it was incurred in which the Defendant or any of the members of his immediate family is or was indebted to Defendant TSR Hobbies, Inc.

l. The nature and amount involved in any transactions to which Defendant TSR Hobbies, Inc. was or is a party, in which Defendant Gygax or any of the members of his immediate family had or is to have a direct or indirect material interest, including, but not limited to, any transactions with Powell Associates Agency and any rental transactions for the properties used by Defendant TSR Hobbies, Inc., and including the nature of his or her interest in the transaction and the amount of such interest;

m. Identify each document setting forth the terms conditions, or nature of any of the above described items of remuneration to be paid to Defendant or any other person identified.

ANSWER: This interrogatory is objected to as burdensome, irrelevant and not reasonably calculated to lead to discovery of relevant information, and as requesting confidential commercial information. If Defendants are compelled to or later agree to answer this interrogatory, it will probably be pursuant to F.R.C.P. 33(c).

INTERROGATORY NO. 9

State the names, present addresses and place of employment of any persons, having knowledge or information of the issues involved in this litigation not previously stated in response to Plaintiff's First Set of Interrogatories and Request

for Production of Documents, who are known to Defendant Gygax, Defendant's counsel, associates, investigators, employees or agents, whether obtained in the course of investigation, preparation for trial or otherwise.

ANSWER: Defendant is uncertain as to the meaning of the term "issues involved in this litigation" as used by Plaintiff. See posible witnesses listed in Plaintiff's and Defendants' filed papers entitled "Statement of the Case".

INTERROGATORY NO. 10

Is Defendant Gygax aware of any additional documents not previously identified in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, which in any way concern, pertain or relate to the issues involved in this litigation? If so, identify each such document, and at the time you answer these Interrogatories, provide counsel for the Plaintiff with a copy of each such document in your possession, custody or control.

ANSWER: See documents identified in Plaintiff's and Defendants' Statement of the Case. There may be other documents which may be determined to relate to this litigation, but such determination cannot be made until discovery is further completed.

INTERROGATORY NO. 11

State the following with respect to any expert witness Defendant Gygax may call at trial:

a. name and address;

b. dates of any written report(s) rendered by him;

c. the subject matter on which he is expected to testify;

d. the substance of all facts to which he is expected to testify;

e. the substance of all opinions to which he is expected to testify; and

f. a summary of the grounds for each opinion to which he is expected to testify.

ANSWER: At this time it has not yet been determined whether to call any expert witnesses at trial; Gary Gygax may be an expert witness, but Defendants are not yet able to otherwise answer.

INTERROGATORY NO. 12

State the name and address of all experts who have been retained, specially employed or consulted with, formally or informally, and who are not expected to be called as a witness at trial.

ANSWER:: See answer to Interrogatory No. 11.

INTERROGATORY NO. 13

With regard to all interviews, meetings or other conversations of TSR Hobbies, Inc. or Gary Gygax during the last two years with any third party seeking information regarding DUNGEONS & DRAGONS or TSR Hobbies, Inc. for a news article, magazine article or other written publication, which in any way discussed the origins or creation of the game DUNGEONS & DRAGONS, please state:

a. The date and place of each of said conversations;

b. Identify all persons present during each of said conversations;

c. State the substance of each of said conversation with said third party regarding the origins or creation of the game DUNGEONS & DRAGONS; and

d. State whether a news article, magazine article or other written publication was subsequently written by said third person which mentions in any way the origin or creation of the game DUNGEONS & DRAGONS, and if so, identify the date and publication in which the writing appears; state whether the

writing accurately reports what was said by TSR Hobbies, Inc. or Gary Gygax regarding the creation or origin of the game DUNGEONS & DRAGONS; and if it is inaccurate, pleate specify in detail how it is inaccurate.

ANSWER: Defendants are unable to provide specifics requested in Interrogatory No. 15 except as are apparent from articles or other documents kept in TSR's clipping file or library, and which will be made available to Plaintiff pursuant to F.R.C.P. 33(c). Defendants can not specifically answer questions as to accuracy until Plaintiff selects or identifies articles or other documents pursuant to rule 33(c). Generally to the extent that any comments in articles are inconsistent with Defendants' position as expressed in Defendants Answer to the Amended Complaint and Counterclaims, these articles are considered to be inaccurate.

INTERROGATORY NO. 14

It is requested that you produce and deliver to counsel for Plaintiff a copy of each news article, magazine article or other writing identified in Interrogatory 13 in your possession or control at the time you answer these Interrogatories.

ANSWER: See answer to Interrogatory No. 13.

Dated and signed under oath at Lake Geneva, Wisconsin, this 3rd day of ~~October~~ November, 1980.

By E. Gary Gygax
E. Gary Gygax

STATE OF WISCONSIN)
: ss.
COUNTY OF WALWORTH)

E. Gary Gygax, being duly sworn, on oath, deposes and says that he has read the foregoing Defendant's Answers To Plaintiff's Second Set Of Interrogatories And Request For Production Of Documents, that he knows the contents thereof, and that to the best of his knowledge the same are true, and that the source of his information and the grounds for his belief are personal knowledge, records, documents, memoranda and statements contained in his files and the files of TSR Hobbies, Inc.

E. Gary Gygax

Subscribed and sworn to before me this 3rd day of ~~October~~ November, 1980.

Sally J. Fischer
Notary Public
My Commission Expires: 11/6/83

Signed as to Objections
MICHAEL, BEST & FRIEDRICH
250 E. Wisconsin Avenue
Milwaukee, WI 53202
414-271-6560

October 20, 1980

Paul R. Puerner
John L. Beard

JACOBSON AND JOHNSON
Suite 204, MN State Bank Bldg.
2000 South Robert Street
St. Paul, MN 55107

~~October~~ November 7, 1980

Marvin Jacobson

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing DEFENDANT, E. GARY GYGAX ANSWER TO PLAINTIFF'S SECOND SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS was mailed, first class mail, postage prepaid, to J. Michael Hirsch of the firm of Moss, Flaherty, Clarkson & Fletcher, 2350 IDS Center, Minneapolis, MN 55402 this 20th day of October, 1980.

John L. Beard

UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

FOURTH DIVISION

DAVID L. ARNESON, Plaintiff, vs. GARY GYGAX and TSR HOBBIES, INC., a corporation, Defendants.	)	Civil Action No. 4-79-109

DEFENDANT, TSR HOBBIES, INC.
ANSWER TO PLAINTIFF'S SECOND SET OF
INTERROGATORIES AND REQUEST FOR
PRODUCTION OF DOCUMENTS

Defendant, TSR Hobbies, Inc.'s answers are as follows:

INTERROGATORY NO. 1

Identify each publication and/or item, not previously identified in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, created, published, distributed and/or sold by Defendant TSR Hobbies, Inc. since its incorporation that bears the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS.

ANSWER: The following is a list of items which are belived to be called for by Interrogatory No. 1, but Defendant is uncertain as to the exact meaning of the phrase "in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS" used by Plaintiff in Interrogatory No. 1. Defendant does not admit or acknowledge the following works "relate" as that term is used by Plaintiff since Defendant is also uncertain as to the meaning of the term "relate" as used by Plaintiff.

34. D&D BASIC SET BOOKLET

Filed NOV 10 1980
Robert E Hess, Clerk
By clk
Deputy

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35. D&D COLLECTORS EDITION

36. AD&D DUNGEON MASTERS GUIDE

37. AD&D DIETIES AND DEMIGODS

38. WORLD OF GREYHAWK

39. ADVANCED D&D MODULE T1, THE VILLAGE OF HOMMLET

40. ADVANCED D&D MODULE S2, WHITE PLUME MOUNTAIN

41. AD&D PERMANENT CHARACTER FOLDER AND ADVENTURE RECORDS

42. AD&D PLAYER CHARACTER RECORD SHEETS

43. AD&D NON-PLAYER CHARACTER RECORDS

44. THE ROGUES GALLERY

45. AD&D DUNGEON MODULE C1, HIDDEN SHRINE OF TAMOACHAN

46. AD&D DUNGEON MODULE S3, EXPEDITION TO THE BARRIER PEAKS

47. D&D DUNGEON MODULE B2, THE KEEP ON THE BORDER LAND

48. AD&D DUNGEON MODULE Q1, QUEEN OF DEMONWED PITS

49. AD&D DUNGEON MASTER'S ADVENTURE LOG

50. AD&D DUNGEON MODULE A1, SLAVE PITS OF THE UNDERCITY

51. D&D CHARACTER RECORD SHEETS

52. SMALL HEX PADS

53. LARGE HEX SHEETS

54. SMALL HEX SHEETS

55. There are also several different playing aids produced by Judges Guild. (Exact titles available in their latest catalog, which will be produced)

56. There are several different miniature figures produced by Miniature Figurines Ltd., under the trademark "WORLD OF GREYHAWK" and by Grenadier Models, Inc. under the trademark "ADVANCED DUNGEONS & DRAGONS", as well as miniature figures produced by Heritage Models, Inc. (Exact names and number available in the appropriate catalogs of those firms)

57. ADVANCED DUNGEONS & DRAGONS Coloring Album

58. There are also various TSR promotional materials identified by TSR as follows:

(a) P1 COLOR BROCHURES

(b) P2 ORDER BLANKS

(c) P3 POSTERS (TUBE, 10 ALL DIFFERENT)

(d) P4 LINE ART BOOK

(e) P5 UNDERSTANDING D&D

INTERROGATORY NO. 2

Identify each additional publication and/or item, not previously identified in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, presently being prepared for publication, distribution or sale by Defendant TSR Hobbies, Inc. that will bear the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS.

ANSWER: Information as to items being prepared is hereby designated to constitute confidential information and is being provided subject to the Protective Order.

61. ADVANCED D&D DUNGEON MODULE C2, THE GHOST TOWER OF INVERNESS

62. ADVANCED D&D DUNGEON MODULE A2, SECRET OF THE SLAVES' STOCKADE

63. D&D DUNGEON MODULE X1, THE ISLE OF DREAD

64. ADVANCED D&D DUNGEON MODULE A4, IN THE DUNGEONS OF THE SLAVE LORDS

65. ADVANDED D&D DUNGEON MODULE A3, ASSAULT ON THE AERIE OF THE SALVE LORDS

66. D&D DNGEON MODULE B3, THE PALACE OF THE SILVER PRINCESS

67. ADVANCED D&D DUNGEON MODULE S4, DWELLERS OF THE FORBIDDEN CITY

68. D&D EXPERT SET

69. D&D COMPANION SET

70. MONSTER AND TREASURE ASSORTMENTS

71. DUNGEON GEOMORPHS

72. MODULES G1, G2, AND G3 COMBINED

73. MODULES D1 & D2 COMBINED

74. PERCENTAGE GENERATORS

75. RANDOM NUMBER GENERATORS

76. GDH (GODS DEMI-GODS & HEROS) REVISION

77. MATTEL-ELECTRONIC HAND HELD MAZE GAME

INTERROGATORY NO. 3

With respect to each publication or item identified in response to Interrogatories 1 and 2 above, please state:

a. Identify the author(s) and/or creator(s) of said publication or item;

ANSWER: Except for Robert Kuntz, all individuals identified are TSR employees.

34. Gary Gygax (Dave Arneson's contribution to the original Dungeons & Dragons game rules was, at most, a few ideas which did not constitute copyrightable subject matter and/or were in the public domain)

35. Gary Gygax (Dave Arneson's contribution to the original Dunegons & Dragons game rules was, at most, a few ideas which did not constitute copyrightable subject matter and/or were in the public domain)

36. Gary Gygax

37. James M. Ward, inventory control, and Robert J. Kuntz, 311 Cook St. Lake Geneva, WI.

38. Gary Gygax

39. Gary Gygax

40. Lawrence Schick, Vice President Product Development

41. Compiled by TSR Hobbies, Inc. personnel

42. Compiled by TSR Hobbies, Inc. personnel

43. Compiled by TSR Hobbies, Inc. personnel

44. Brian Blume with Dave Cook, Design Supervisor and Jean Wells

45. Harold Johnson, Production Supervisor and Jeff R. Leason, Shipping Clerk

46. Gary Gygax

47. Gary Gygax

48. Dave Sutherland, Assistant Vice President Graphic Arts

49. Compiled by TSR Hobbies, Inc. personnel

50. Dave Cook

51. Compiled by TSR Hobbies, Inc. personnel

52. Compiled by TSR Hobbies, Inc. personnel

53. Compiled by TSR Hobbies, Inc. personnel

54. COmpiled by TSR Hobbies, Inc. personnel

55. Unknown, except as to listed manufacturer

56. Unknown, except as to listed manufacturer

57. Gary Gygax

58. Compiled by TSR Hobbies, Inc. personnel

3(a) continued-regarding publications being prepared and identified in answer to Interrogatory No. 2

61. Allen Hammack, Assistant to Vice President, product development

62. Harold Johnson

63. Dave Cook and Tom Moldvay

64. Lawrence Schick

65. Allen Hammack

66. Jean Wells

67. Dave Cook

68. Gary Gygax and TSR personnel (Dave Arneson's contribution to the original Dungeons and Dragons game rules was, at most, a few ideas which did not constitute copyrightable subject matter and/or were in the public domain)

69. The authors of D&D supplements I, II, and III

70. Compiled by TSR Hobbies, Inc. personnel

71. Gary Gygax

72. Gary Gygax

73. Gary Gygax

74. Manufacturer Unknown

75. Manufacturer Unknown

76. Jim Ward and Robert Kuntz

77. Mattel, Inc.

b. State whether the plan and arrangement of the game rules or game DUNGEONS & DRAGONS was consulted in planning and arranging said publication or item, and if so, describe in detail the manner in which DUNGEONS & DRAGONS influenced the plan and arrangement of said publication or item;

ANSWER: Defendant is unaware of the meaning of the term "consulted" as used by Plaintiff, and can only answer as to the items listed in answer to Interrogatories Nos. 1 and 2, that these items bear the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or there is some relationship to the game rules DUNGEONS & DRAGONS. Copies of the items identified in answer to Interrogatory No. 1 and in the custody of TSR will be made available to Plaintiff and the authors of these items, to the extent that they are employees of TSR Hobbies, Inc., will be made available for deposition.

c. State whether the theme or basic plot of said publication or item was based on the game rules or game DUNGEONS & DRAGONS, and if so, describe in detail the manner in which DUNGEONS & DRAGONS influenced the theme or basic plot of said publication or item;

ANSWER: Defendant is unaware of the meaning of the terms "theme or basic plot" as used by Plaintiff; see answer to Interrogatory No. 3 b.

d. State whether the author(s) and/or creator(s) of said publication or item consulted the game rules or game DUNGEONS & DRAGONS when formulating said publication or item and reducing it to final expression, and if so, describe in detail the manner in which DUNGEONS & DRAGONS influenced the formulation and final expression of said publication or item.

ANSWER: See answer to Interrogatory No. 3 b.

e. State whether any portion of the game rules or game DUNGEONS & DRAGONS was copied or reproduced in the preparation of said publication or item, and if so, state:

(1) The portion of DUNGEONS & DRAGONS that was copied or reproduced;

(2) The manner in which the portion of DUNGEONS & DRAGONS was copied or reproduced;

(3) The page or other location of the copied or reproduced portion of DUNGEONS & DRAGONS in said publication or item.

ANSWER: Copies of all items identified in response to Interrogatory No. 1 and in the custody of TSR will be made available to Plaintiff for comparison.

f. Describe in detail all essential differences between said publication or item and the game rules or game DUNGEONS & DRAGONS.

ANSWER: See answer to Interrogatory No. 3 e.

g. Describe in detail all facts on which you base your contention that said publication or item is the result of independent creation and is not copied or derived from the game rules and game DUNGEONS & DRAGONS.

ANSWER: Dave Arneson's contribution to DUNGEONS & DRAGONS was, at most, a few ideas which did not constitute copyrightable subject matter and/or were in the public domain. Said publications or items were prepared by third parties or TSR

personnel without significant assistance from Dave Arneson. Also, see Defendants' answer to Amended Complaint and Defendant TSR's Counterclaims.

h. Describe in detail all facts on which you base your contention that Plaintiff is not entitled to royalties based on the full cover price of said publication or item.

ANSWER: See answer to Interrogatory No. 3 g; others have received or continue to receive remuneration for preparation of many of said items or publications.

i. Identify each person who is entitled to receive or actually receives or has received royalties, or other remuneration based on the authorship or creation of said publication or item, and identify any documents relating to said entitlement or receipt.

ANSWER: See answer to Interrogatory No. 3 a, other TSR employees may have been compensated by salary. Separate royalty agreements exist for some items and said agreements (which are designated confidential) will be produced, subject to the Protective Order.

j. State the actual (or anticipated price if the item or publication has not yet been sold) cover price of said publication or item and the date of any changes in the actual cover price at any time since the initial publication, distribution and/or sale of the publication or item.

ANSWER: The suggested retail prices of TSR's products are included in a limited circulation TSR catalog which will be produced. See the answer to Interrogatory No. 4.

INTERROGATORY NO. 4

If not previously stated in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, state how many copies of each publication or item

identified in response to Interrogatories 1 and 2 of Plaintiff's First and Second Sets of Interrogatories and Request for Production of Documents have been sold for money or other consideration during each quarter ending March 31, June 30, September 30 and December 31 of each year, since its initial creation, publication, distribution and/or sale, or if there has been no sales to date, the anticipated date of initial sales.
ANSWER: TSR sales records will be made available pursuant to F.R.C.P. 33(c).

INTERROGATORY NO. 5

It is requested that you produce and deliver to counsel for Plaintiff a copy of each publication and/or item identified in Interrogatory 1 and each document identified in Interrogatory 3 i. above at the time you answer these Interrogatories.
ANSWER: Documents will be produced as explained in a separate letter included herewith.

INTERROGATORY NO. 6

Describe in detail any agreement(s), not previously described in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, which Defendant TSR Hobbies, Inc. has with any other person or entity for the creation, publication, distribution and/or sale of any publication and/or item that bears the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS and identify any documents setting forth said agreements.
ANSWER: See answer to Interrogatory No. 5.

INTERROGATORY NO. 7

It is requested that you produce and deliver to counsel for Plaintiff a copy of each document identified in Interrogatory

6 above at the time you answer these Interrogatories.

ANSWER: See answer to Interrogatory No. 5.

INTERROGATORY NO. 8

Identify all directors, executive officers, agents and/or employees of Defendant TSR Hobbies, Inc., not previously identified in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, who are related to Defendant Gygax by blood, marriage, or adoption, not more remote than first cousin.

ANSWER: Heidi Gygax, daughter in high school; Part time summer help (1980) for Gen Con.

INTERROGATORY NO. 9

Describe in detail all positions and offices, not previously described in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, with Defendant TSR Hobbies, Inc. held by Defendant Gygax and each separate member of his immediate family, not more remote than first cousin, including but not limited to the following facts:

a. His or her term of office as a director and/or executive officer and any periods in which he or she has served as such;

ANSWER: Gary Gygax continues to be president of TSR Hobbies, Inc.

b. Any arrangements or understandings between Defendant Gygax or the members of his immediate family and any other person or persons (naming such person(s)) pursuant to which he or she was or is selected as a director and/or executive officer;

ANSWER: Not applicable, or see answer to Interrogatory No. 8.

c. The nature of any family relationship between Defendant Gygax and any other director, executive officer, agent or employee of Defendant TSR Hobbies, Inc.;

ANSWER: Not applicable, or see answer to Interrogatory No. 8.

d. An account of his or her business experience during the past seven years, including his or her principal occupations and employment during that period and the name and principal business of any corporation or other organization in which such occupations and employments were carried on;

ANSWER: Not applicable, or see answer to Interrogatory No. 8.

e. For each class or equity securities of Defendant TSR Hobbies, Inc., state, as of the most recent practicable date, the amount and nature of beneficial ownership of Defendant Gygax and each member of his immediate family and the percent of the class so owned;

ANSWER: See answer to Interrogatory No. 10.

INTERROGATORY NO. 10

Describe in detail the amount and nature of all remuneration paid to Defendant Gygax and each member of his immediate family, not more remote than first cousin, by Defendant TSR Hobbies, Inc. each year since its incorporation, including but not limited to the following facts:

a. The amount and nature of all cash remuneration distributed or accrued in the form of salaries, fees, director's fees, royalties, commissions and bonuses, and separately identifying the amount and nature of any bonuses or royalties or other remuneration paid for any publication or item identified in response to Interrogatories 1 and 2 of Plaintiff's First and Second Set of Interrogatories and Request for Production of Documents.

b. The amount and nature of any spread between the acquisition price, if any, and the fair market price of all securities or property acquired under any contract, agreement,

plan or arrangement, including securities issued on exercise of options, for benefit of Defendant Gygax or any of the members of his immediate family.

c. The amount and nature of any premiums paid by Defendant TSR Hobbies, Inc. on life insurance policies insuring Defendant Gygax or any of the members of his immediate family unless the sole beneficiary under the policy is Defendant TSR Hobbies, Inc.

d. The amount and nature of any premium for health and hospitalization insurance or costs for any medical reimbursement plans paid by Defendant TSR Hobbies, Inc. for the benefit of Defendant Gygax or any of the members of his immediate family unless the health, hospitalization or medical reimbursement plans do not discriminate in favor of officers or directors of TSR Hobbies and are available generally to all salaried employees;

e. The value and nature of personal benefits which are not directly related to job performance, other than those provided to broad categories of employees and which do not discriminate in favor of officers and directors, furnished by Defendant TSR Hobbies directly or through third parties to Defendant Gygax or any of the members of his immediate family;

f. The amount expressed for financial reporting purposes by Defendant TSR Hobbies, Inc. which represents the contribution, payment, or accrual for the account of Defendant Gygax or any of the members of his immdiate family under any existing pension or retirement plans, annuity contracts, deferred compensation plans or any similar arrangements and the nature of each such arrangement;

g. The amount expressed for financial reporting purposes by Defendant TSR Hobbies, Inc. as remuneration to Defendant Gygax or any of the members of his immediate family with respect to stock options, stock appreciation rights plans,

phantom stock plans and any other incentive or compensation plan or arrangement pursuant to which the measure of benefits is based on objective standards or on the value of securities of TSR Hobbies, Inc., granted, awarded or entered into any time in connection with services to TSR Hobbies, Inc. and the nature of any such plan or arrangement;

h. The amount of any contribution, payment or accrual for the account of Defendant Gygax or any of the members of his immediate family which has been expensed by Defendant TSR Hobbies, Inc. for financial reporting purposes under any stock purchase, profit sharing, thrift, or similar plans and the nature of each such plan;

i. The nature and amount involved in any transaction between Defendant TSR Hobbies, Inc. and a third party when the primary purpose of the transaction is to furnish remuneration to Defendant Gygax or any of the members of his immediate family;

j. The title and aggregate amount of securities purchased by Defendant Gygax or any of the members of his immediate family from Defendant TSR Hobbies, Inc. pursuant to all options to purchase securities of Defendant TSR Hobbies, Inc. including the aggregate purchase price and the aggregate market value of the securities purchased on the date of purchase.

k. The amount and nature of any indebtedness and the nature of the transaction in which it was incurred in which the Defendant or any of the members of his immediate family is or was indebted to Defendant TSR Hobbies, Inc.

l. The nature and amount involved in any transactions to which Defendant TSR Hobbies, Inc. was or is a party, in which Defendant Gygax or any of the members of his immediate family had or is to have a direct or indirect material interest, including, but not limited to, any transactions with Powell Associates Agency and any rental transactions for the properties used by

Defendant TSR Hobbies, Inc., and including the nature of his or her interest in the transaction and the amount of such interest;

m. Identify each document setting forth the terms conditions, or nature of any of the above described items of remuneration to be paid to Defendant or any member of his immediate family and it is requested that you produce and deliver to counsel for Plaintiff a copy of each document identified at the time you answer these Interrogatories.

ANSWER: This interrogatory is objected to as burdensome, irrelevant and not reasonably calculated to lead to discovery of relevant information, and as requesting confidential commercial information. If Defendants are compelled to or later agree to answer this interrogatory, it will probably be pursuant to F.R.C.P. 33(c).

INTERROGATORY NO. 11

State the names, present addresses and place of employment of any persons, not previously stated in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, having knowledge or information of the issues involved in this litigation who are known to Defendant TSR Hobbies, Inc., Defendant's counsel, associates, investigators, employees or agents, whether obtained in the course of investigation, preparation for trial or otherwise.

ANSWER: Defendant is uncertain as to the meaning of the term "issues involved in this litigation" as used by Plaintiff. See posible witnesses listed in Plaintiff's and Defendants' filed papers entitled "Statement of the Case".

INTERROGATORY NO. 12

Is Defendant TSR Hobbies, Inc. aware of any additional documents not previously identified in response to Plaintiff's First Set of Interrogatories and Request for Production of

Documents, which in any way concern, pertain or relate to the issues involved in this litigation? If so, identify each such document, and at the time you answer these Interrogatories, provide counsel for the Plaintiff with a copy of each such document in your possession, custody or control.

ANSWER: See documents identified in Plaintiff's and Defendants' Statement of the Case. There may be other documents which may be determined to relate to this litigation, but such determination cannot be made until discovery is further completed.

INTERROGATORY NO. 13

State the following with respect to any expert witness Defendant TSR Hobbies, Inc. may call at trial:

a. name and address;

b. dates of any written report(s) rendered by him;

c. the subject matter on which he is expected to testify;

d. the substance of all facts to which he is expected to testify;

e. the substance of all opinions to which he is expected to testify; and

f. a summary of the grounds for each opinion to which he is expected to testify.

ANSWER: At this time it has not yet been determined whether to call any expert witnesses at trial; Gary Gygax may be an expert witness, but Defendants are not yet able to otherwise answer.

INTERROGATORY NO. 14

State the name and address of all experts who have been retained, specially employed or consulted with, formally or informally, and who are not expected to be called as a witness at trial.

ANSWER:: See answer to Interrogatory No. 13.

INTERROGATORY NO. 15

With regard to all interviews, meetings or other conversations of TSR Hobbies, Inc. or Gary Gygax during the last two years with any third party seeking information regarding DUNGEONS & DRAGONS or TSR Hobbies, Inc. for a news article, magazine article or other written publication, which in any way discussed the origins or creation of the game DUNGEONS & DRAGONS, please state:

a. The date and place of each of said conversations;

b. Identify all persons present during each of said conversations;

c. State the substance of each of said conversation with said third party regarding the origins or creation of the game DUNGEONS & DRAGONS; and

d. State whether a news article, magazine article or other written publication was subsequently written by said third person which mentions in any way the origin or creation of the game DUNGEONS & DRAGONS, and if so, identify the date and publication in which the writing appears; state whether the writing accurately reports what was said by TSR Hobbies, Inc. or Gary Gygax regarding the creation or origin of the game DUNGEONS & DRAGONS; and if it is inaccurate, pleate specify in detail how it is inaccurate.

ANSWER: Defendants are unable to provide specifics requested in Interrogatory No. 15 except as are apparent from articles or other documents kept in TSR's clipping file or library, and which will be made available to Plaintiff pursuant to F.R.C.P. 33(c). Defendant's can not specifically answer questions as to accuracy until Plaintiff selects or identifies articles or other documents pursuant to Rule 33(c). Generally, to the extent that any comments in articles are inconsistent with Defendants' position

as expressed in Defendants Answer to the Amended Complaint and Counterclaims, these articles are considered to be inaccurate.

INTERROGATORY NO. 16

It is requested that you produce and deliver to counsel for Plaintiff a copy of each news article, magazine article or other writing identified in Interrogatory 13 in your possession or control at the time you answer these Interrogatories.

ANSWER: See answer to Interrogatory No. 15.

Dated and signed under oath at Lake Geneva, Wisconsin, this 3rd day of ~~October~~ November, 1980.

TSR HOBBIES, INC.

By E. Gary Gygax
E. Gary Gygax
President

STATE OF WISCONSIN)
: ss.
COUNTY OF WALWORTH)

E. Gary Gygax, being duly sworn, on oath, deposes and says that he is the President of Defendant, TSR Hobbies, Inc. and that he has read the foregoing Defendant's Answers To Plaintiff's Second Set Of Interrogatories And Request For Production Of Documents, that he knows the contents thereof, and that to the best of his knowledge the same are true, and that the source of his information and the grounds for his belief are personal knowledge, records, documents, memoranda and statements contained in the files of said TSR Hobbies, Inc.

E. Gary Gygax
E. Gary Gygax

Subscribed and sworn to before me this 3rd day of ~~October~~ November, 1980.

Sally J. Fischer
Notary Public
My Commission Expires: 11/6/83

Signed as to Objections
MICHAEL, BEST & FRIEDRICH
250 E. Wisconsin Avenue
Milwaukee, WI 53202
414-271-6560

October 20, 1980

John L. Beard
Paul R. Puerner
John L. Beard

JACOBSON AND JOHNSON
Suite 204, MN State Bank Bldg.
2000 South Robert Street
St. Paul, MN 55107

November ~~October~~ 7, 1980

Marvin Jacobson

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing DEFENDANT, TSR HOBBIES, INC. ANSWER TO PLAINTIFF'S SECOND SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS was mailed, first class mail, postage prepaid, to J. Michael Hirsch of the firm of Moss, Flaherty, Clarkson & Fletcher, 2350 IDS Center, Minneapolis, MN 55402 this 20th day of October, 1980.

John L. Beard
John L. Beard

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff

vs. Civil Action No. 4-79-109

GARY GYGAX and TSR HOBBIES, INC., a corporation,

Defendants.

WRITTEN ASSURANCE

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

Being duly sworn, David L. Arneson states

1. That he (she) is a Person described by Paragraph 4 of the Protective Order dated September 3, 1979 and is the Plaintiff engaged in the preparation and conduct of the above identified action.

2. That he is familiar with, and agrees to be bound by the provisions of the Protective Order dated September 3, 1979 .

3. That he will not divulge to persons other than those specifically authorized by this Order to have access thereto or use except in this action any information obtained pursuant to said Protective Order that has been designated by Defendants as Confidential Information, except information which is exempted from restriction under the provisions of Paragraph 8 of the aforesaid Order or such information as was in the public domain prior to obtaining the information or information that may come into the public

Filed SEP 26 1980
Robert E Hess, Clerk
By clk
Deputy

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domain other than by the unlawful act or omission of a person or party bound by the Order.

4. That with respect to Confidential Information which is already in his possession or which is in the public domain or which comes into the public domain, he will not disclose to others the fact that he or others possess or employ such information unless that fact is publicly known or becomes publicly known other than by the unlawful act or omission of a person or party bound by the Order.

David L. Arneson

Capacity: Individual

Subscribed and sworn to before be this 15th day of September, 1980.

James M. Hirsch
Notary Public

JAMES M. HIRSCH
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 3, 1984

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UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

Civil Action No. 4-79-109

GARY GYGAX and TSR HOBBIES, INC., a corporation,

PLAINTIFF'S SECOND SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS

Defendants.

TO: Defendant TSR HOBBIES, INC. and its attorneys:

YOU WILL PLEASE TAKE NOTICE, that the Plaintiff demands Answers to the within continuing Interrogatories under oath, pursuant to the provisions of Rule 33 of the Federal Rules of Civil Procedure and production of the within requested documents:

NOTE A: When used herein, the term "Defendant TSR HOBBIES, INC." is intended to and shall embrace and include, in addition to said Defendant above named and any of its subsidiaries, counsel for said Defendant, and all agents, servants, employees, representatives, private investigators and others who are in possession of or may have obtained information for or on behalf of said Defendant.

NOTE B: The word "document" as used herein shall include without limitation the original and any non-identical copy of any written, recorded or graphic matter, however produced or reproduced, including, but not limited to, any correspondence, memoranda, notes of meetings, telegrams, reports, transcripts of telephone conversations or any other writing of documentary material of any nature whatsoever, together with any attachments thereto and enclosures therewith, and any other photographic and retrievable matter (whether taped or coded, electrostatically, electromagnetically or otherwise) in possession, custody or control of the above-named Defendant and/or its attorney.

NOTE C: The term "identify" as used herein in connection with a document or documents means:

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Filed SEP 22 1980
Robert E. Hess, Clerk
By _____ Deputy

No. 3114½—Affidavit of Service. S. F. Miller-Davis Co., Minneapolis

State of Minnesota, } ss.

County of HENNEPIN

J. Michael Hirsch, being duly sworn, on oath says: that on the 18th day of September, 1980, he served the attached Plaintiff's Second Set of Interrogatories and Request for Prod. of Doc. upon John L. Beard, Attorney for TSR Hobbies, Inc., Defendant therein named, personally, at 2350 IDS Center, Minneapolis, Minnesota 55402

in the County of Hennepin, State of Minnesota, by handing to and leaving with him

a true and correct copy thereof.

James Michael Hirsch

Subscribed and Sworn to Before Me this 18th day of September, 19 80

Mary H. Lahr

Notary Public, MARY H. LAHR NOTARY PUBLIC—MINNESOTA HENNEPIN COUNTY My Commission Expires Jan. 27, 1984. County, Minnesota. My commission expires

(1) Furnish the name and date of the document, the name and address of the person originating the document, the name and address of the person, if any, to whom the document was addressed, the name and address of the person(s), if any, executing the document, the names and addresses of all persons to whom copies of the document were or have been sent, and the connection between TSR Hobbies, Inc. and all such persons at the date of the document, and

(2) State whether you are in possession of the original of the document or a copy thereof, and if not in possession of the original or a copy, furnish the name and address of the custodian of the original or a copy.

NOTE D: The term "identify" as used herein in connection with a person or persons means: State the names, titles, and present addresses, or if unknown, the last known addresses and employers of such person or persons.

NOTE E: These interrogatories and requests shall be deemed continuing, and supplemental answers and documents shall be required if the Defendant directly or indirectly obtains further information of the nature sought herein between the time answers and responses are served and the time of trial.

1. Identify each publication and/or item, not previously identified in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, created, published, distributed and/or sold by Defendant TSR Hobbies, Inc. since its incorporation that bears the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS.

2. Identify each additional publication and/or item, not previously identified in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, presently being prepared for publication, distribution or sale by Defendant TSR Hobbies, Inc. that will bear the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS.

3. With respect to each publication or item identified in response to Interrogatories 1 and 2 above, please state:

a. Identify the author(s) and/or creator(s) of said publication or item;

b. State whether the plan and arrangement of the game rules or game DUNGEONS & DRAGONS was consulted in planning and arranging said publication or item, and if so, describe in detail the manner in which DUNGEONS & DRAGONS influenced the plan and arrangement of said publication or item;

c. State whether the theme or basic plot of said publication or item was based on the game rules or game DUNGEONS & DRAGONS, and if so, describe in detail the manner in which DUNGEONS & DRAGONS influenced the theme or basic plot of said publication or item;

d. State whether the author(s) and/or creator(s) of said publication or item consulted the game rules or game DUNGEONS & DRAGONS when formulating said publication or item and reducing it to final expression, and if so, describe in detail the manner in which DUNGEONS & DRAGONS influenced the formulation and final expression of said publication or item.

e. State whether any portion of the game rules or game DUNGEONS & DRAGONS was copied or reproduced in the preparation of said publication or item, and if so, state:

(1) The portion of DUNGEONS & DRAGONS that was copied or reproduced;

(2) The manner in which the portion of DUNGEONS & DRAGONS was copied or reproduced;

(3) The page or other location of the copied or reproduced portion of DUNGEONS & DRAGONS in said publication or item.

f. Describe in detail all essential differences between said publication or item and the game rules or game DUNGEONS & DRAGONS.

g. Describe in detail all facts on which you base your contention that said publication or item is the result of independent creation and is not copied or derived from the game rules and game DUNGEONS & DRAGONS.

h. Describe in detail all facts on which you base your contention that Plaintiff is not entitled to royalties based on the full cover price of said publication or item.

i. Identify each person who is entitled to receive or actually receives or has received royalties, or other remuneration based on the authorship or creation of said publication or item, and identify any documents relating to said entitlement or receipt.

j. State the actual (or anticipated price if the item or publication has not yet been sold) cover price of said publication or item and the date of any changes in the actual cover price at any time since the initial publication, distribution and/or sale of the publication or item.

4. If not previously stated in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, state how many copies of each publication or item identified in response to Interrogatories 1 and 2 of Plaintiff's First and Second Sets of Interrogatories and Request for Production of Documents have been sold for money or other consideration during each quarter ending March 31, June 30, September 30 and December 31 of

each year, since its initial creation, publication, distribution and/or sale, of if there has been no sales to date, the anticipated date of initial sales.

5. It is requested that you produce and deliver to counsel for Plaintiff a copy of each publication and/or item identified in Interrogatory 1 and each document identified in Interrogatory 3 i. above at the time you answer these Interrogatories.

6. Describe in detail any agreement(s), not previously described in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, which Defendant TSR Hobbies, Inc. has with any other person or entity for the creation, publication, distribution and/or sale of any publication and/or item that bears the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS and identify any documents setting forth said agreements.

7. It is requested that you produce and deliver to counsel for Plaintiff a copy of each document identified in Interrogatory 6 above at the time you answer these Interrogatories.

8. Identify all directors, executive officers, agents and/or employees of Defendant TSR Hobbies, Inc., not previously identified in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, who are related to Defendant Gygax by blood, marriage, or adoption, not more remote than first cousin.

9. Describe in detail all positions and offices, not previously described in response to Plaintiff's First

Set of Interrogatories and Request for Production of Documents, with Defendant TSR Hobbies, Inc. held by Defendant Gygax and each separate member of his immediate family, not more remote than first cousin, including but not limited to the following facts:

a. His or her term of office as a director and/or executive officer and any periods in which he or she has served as such;

b. Any arrangements or understandings between Defendant Gygax or the members of his immediate family and any other person or persons (naming such person(s)) pursuant to which he or she was or is selected as a director and/or executive officer;

c. The nature of any family relationship between Defendant Gygax and any other director, executive officer, agent or employee of Defendant TSR Hobbies, Inc;

d. An account of his or her business experience during the past seven years, including his or her principal occupations and employment during that period and the name and principal business of any corporation or other organization in which such occupations and employments were carried on;

e. For each class of equity securities of Defendant TSR Hobbies, Inc., state, as of the most recent practicable date, the amount and nature of beneficial ownership of Defendant Gygax and each member of his immediate family and the percent of the class so owned;

10. Describe in detail the amount and nature of all remuneration paid to Defendant Gygax and each member of his immediate family, not more remote than first cousin,

by Defendant TSR Hobbies, Inc. each year since its incorporation, including but not limited to the following facts:

a. The amount and nature of all cash remuneration distributed or accrued in the form of salaries, fees, director's fees, royalties, commissions and bonuses, and separately identifying the amount and nature of any bonuses or royalties or other remuneration paid for any publication or item identified in response to Interrogatories 1 and 2 of Plaintiff's First and Second Sets of Interrogatories and Request for Production of Documents.

b. The amount and nature of any spread between the acquisition price, if any, and the fair market price of all securities or property acquired under any contract, agreement, plan or arrangement, including securities issued on exercise of options, for benefit of Defendant Gygax or any of the members of his immediate family.

c. The amount and nature of any premiums paid by Defendant TSR Hobbies, Inc. on life insurance policies insuring Defendant Gygax or any of the members of his immediate family unless the sole beneficiary under the policy is Defendant TSR Hobbies, Inc.

d. The amount and nature of any premium for health and hospitalization insurance or costs for any medical reimbursement plans paid by Defendant TSR Hobbies, Inc. for the benefit of Defendant Gygax or any of the members of his immediate family unless the health, hospitalization or medical reimbursement plans do not discriminate in favor of officers or

directors of TSR Hobbies and are available generally to all salaried employees;

e. The value and nature of personal benefits which are not directly related to job performance, other than those provided to broad categories of employees and which do not discriminate in favor of officers and directors, furnished by Defendant TSR Hobbies directly or through third parties to Defendant Gygax or any of the members of his immediate family;

f. The amount expressed for financial reporting purposes by Defendant TSR Hobbies, Inc. which represents the contribution, payment, or accrual for the account of Defendant Gygax or any of the members of his immediate family under any existing pension or retirement plans, annuity contracts, deferred compensation plans or any similar arrangements and the nature of each such arrangement;

g. The amount expressed for financial reporting purposes by Defendant TSR Hobbies, Inc. as remuneration to Defendant Gygax or any of the members of his immediate family with respect to stock options, stock appreciation rights plans, phantom stock plans and any other incentive or compensation plan or arrangement pursuant to which the measure of benefits is based on objective standards or on the value of securities of TSR Hobbies, Inc., granted, awarded or entered into at any time in connection with services to TSR Hobbies, Inc. and the nature of any such plan or arrangement;

h. The amount of any contribution, payment or accrual for the account of Defendant Gygax or any of the members of his immediate family which has been

expensed by Defendant TSR Hobbies, Inc. for financial reporting purposes under any stock purchase, profit sharing, thrift, or similar plans and the nature of each such plan;

i. The nature and amount involved in any transaction between Defendant TSR Hobbies, Inc. and a third party when the primary purpose of the transaction is to furnish remuneration to Defendant Gygax or any of the members of his immediate family;

j. The title and aggregate amount of securities purchased by Defendant Gygax or any of the members of his immediate family from Defendant TSR Hobbies, Inc. pursuant to all options to purchase securities of Defendant TSR Hobbies, Inc. including the aggregate purchase price and the aggregate market value of the securities purchased on the date of purchase.

k. The amount and nature of any indebtedness and the nature of the transaction in which it was incurred in which the Defendant or any of the members of his immediate family is or was indebted to Defendant TSR Hobbies, Inc.

l. The nature and amount involved in any transactions to which Defendant TSR Hobbies, Inc. was or is a party, in which Defendant Gygax or any of the members of his immediate family had or is to have a direct or indirect material interest, including, but not limited to, any transactions with Powell Associates Agency and any rental transactions for the properties used by Defendant TSR Hobbies, Inc., and including the nature of his or her interest in the transaction and the amount of such interest;

m. Identify each document setting forth the terms conditions, or nature of any of the above described items of remuneration to be paid to Defendant or any member of his immediate family and it is requested that you produce and deliver to counsel for Plaintiff a copy of each document identified at the time you answer these Interrogatories.

11 State the names, present addresses and place of employment of any persons, not previously stated in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, having knowledge or information of the issues involved in this litigation who are known to Defendant TSR Hobbies, Inc., Defendant's counsel, associates, investigators, employees or agents, whether obtained in the course of investigation, preparation for trial or otherwise.

12. Is Defendant TSR Hobbies, Inc. aware of any additional documents not previously identified in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, which in any way concern, pertain or relate to the issues involved in this litigation? If so, identify each such document, and at the time you answer these Interrogatories, provide counsel for the Plaintiff with a copy of each such document in your possession, custody or control.

13. State the following with respect to any expert witness Defendant TSR Hobbies, Inc. may call at trial:

a. name and address;

b. dates of any written report(s) rendered by him;

c. the subject matter on which he is expected to testify;

d. the substance of all facts to which he is expected to testify;

e. the substance of all opinions to which he is expected to testify; and

f. a summary of the grounds for each opinion to which he is expected to testify.

14. State the name and address of all experts who have been retained, specially employed or consulted with, formally or informally, and who are not expected to be called as a witness at trial.

15. With regard to all interviews, meetings or other conversations of TSR Hobbies, Inc. or Gary Gygax during the last two years with any third party seeking information regarding DUNGEONS & DRAGONS or TSR Hobbies, Inc. for a news article, magazine article or other written publication, which in any way discussed the origins or creation of the game DUNGEONS & DRAGONS, please state:

a. The date and place of each of said conversations;

b. Identify all persons present during each of said conversations;

c. State the substance of each of said conversation with said third party regarding the origins or creation of the game DUNGEONS & DRAGONS; and

d. State whether a news article, magazine article or other written publication was subsequently written by said third person which mentions in any way the origin or creation of the game DUNGEONS & DRAGONS, and if so, identify the date and publication in which the writing appears; state whether the writing accurately reports what was said by TSR Hobbies, Inc. or Gary Gygax regarding the creation or origin of the game DUNGEONS & DRAGONS; and if it is inaccurate, please specify in detail how it is inaccurate.

16. It is requested that you produce and deliver to counsel for Plaintiff a copy of each news article, magazine article or other writing identified in Interrogatory 13 in your possession or control at the time you answer these Interrogatories.

MOSS, FLAHERTY, CLARKSON & FLETCHER
A Professional Association

Dated: September 18, 1980.

By J. Michael Hirsch
J. Michael Hirsch
Attorneys for Plaintiff
2350 IDS Center
Minneapolis, MN 55402
Telephone: 339-8551

D124aT20A 091780 ##

UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

Civil Action No. 4-79-109

GARY GYGAX and TSR HOBBIES, INC., a corporation,

PLAINTIFF'S SECOND SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS

Defendants.

TO: Defendant GARY GYGAX and his attorneys:

YOU WILL PLEASE TAKE NOTICE, that the Plaintiff demands Answers to the within continuing Interrogatories under oath, pursuant to the provisions of Rule 33 of the Federal Rules of Civil Procedure and production of the within requested documents:

NOTE A: When used herein, the term "Defendant Gygax" is intended to and shall embrace and include, in addition to said Defendant above named, counsel for Defendant, and all agents, servants, employees, representatives, private investigators and others who are in possession of or may have obtained information for or on behalf of said Defendant.

NOTE B: The word "document" as used herein shall include without limitation the original and any non-identical copy of any written, recorded or graphic matter, however produced or reproduced, including, but not limited to, any correspondence, memoranda, notes of meetings, telegrams, reports, transcripts of telephone conversations or any other writing of documentary material of any nature whatsoever, together with any attachments thereto and enclosures therewith, and any other photographic and retrievable matter (whether taped or coded, electrostatically, electromagnetically or otherwise) in possession, custody or control of the above-named Defendant and/or its attorney.

NOTE C: The term "identify" as used herein in connection with a document or documents means:

(1) Furnish the name and date of the document, the name and address of the person originating the document, the name and address of the person, if any, to whom

II-10

Filed SEP 22 1980
Robert E. Hess, Clerk
By dfl
Deputy

No. 3114½—Affidavit of Service. S. F. Miller-Davis Co., Minneapolis

State of Minnesota,

} ss.

County of HENNEPIN

J. Michael Hirsch, being duly sworn, on oath says: that on the 18th day of September, 19 80, he served the attached Plaintiff's Second Set of Interrogatories and Request for Prod. of Doc. upon John L. Beard, Attorney for Gary Gygax, Defendant therein named, personally, at 2350 IDS Center, Minneapolis, Minnesota 55402 in the County of Hennepin, State of Minnesota, by handing to and leaving with

a true and correct copy thereof.

James Michael Hirsch

Subscribed and Sworn to Before Me this 18th day of September, 19 80

Mary H. Lahr

MARY H. LAHR
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 27, 1984.

Notary Public, County, Minnesota. My commission expires

the document was addressed, the name and address of the person(s), if any, executing the document, the names and addresses of all persons to whom copies of the document were or have been sent, and the connection between TSR Hobbies, Inc. and all such persons at the date of the document, and

(2) State whether you are in possession of the original of the document or a copy thereof, and if not in possession of the original or a copy, furnish the name and address of the custodian of the original or a copy.

NOTE D: The term "identify" as used herein in connection with a person or persons means: State the names, titles, and present addresses, or if unknown, the last known addresses and employers of such person or persons.

NOTE E: These interrogatories and requests shall be deemed continuing, and supplemental answers and documents shall be required if the Defendant directly or indirectly obtains further information of the nature sought herein between the time answers and responses are served and the time of trial.

1. Identify each publication and/or item, not previously identified in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, created, published, distributed and/or sold by Defendant TSR Hobbies, Inc. since its incorporation that bears the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS.

2. Identify each additional publication and/or item, not previously identified in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, presently being prepared for publication, distribution or sale by Defendant TSR Hobbies, Inc. that will bear the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS.

3. With respect to each publication or item identified in response to Interrogatories 1 and 2 above, please state:

a. Identify the author(s) and/or creator(s) of said publication or item;

b. State whether the plan and arrangement of the game rules or game DUNGEONS & DRAGONS was consulted in planning and arranging said publication or item, and if so, describe in detail the manner in which DUNGEONS & DRAGONS influenced the plan and arrangement of said publication or item;

c. State whether the theme or basic plot of said publication or item was based on the game rules or game DUNGEONS & DRAGONS, and if so, describe in detail the manner in which DUNGEONS & DRAGONS influenced the theme or basic plot of said publication or item;

d. State whether the author(s) and/or creator(s) of said publication or item consulted the game rules or game DUNGEONS & DRAGONS when formulating said publication or item and reducing it to final expression, and if so, describe in detail the manner in which DUNGEONS & DRAGONS influenced the formulation and final expression of said publication or item.

e. State whether any portion of the game rules or game DUNGEONS & DRAGONS was copied or reproduced in the preparation of said publication or item, and if so, state:

(1) the portion of DUNGEONS & DRAGONS that was copied or reproduced;

(2) the manner in which the portion of DUNGEONS & DRAGONS was copied or reproduced;

(3) the page or other location of the copied or reproduced portion of DUNGEONS AND DRAGONS in said publication or item.

f. Describe in detail all essential differences between said publication or item and the game rules or game DUNGEONS & DRAGONS.

g. Describe in detail all facts on which you base your contention that said publication or item is the result of independent creation and is not copied or derived from the game rules and game DUNGEONS & DRAGONS.

h. Describe in detail all facts on which you base your contention that Plaintiff is not entitled to royalties based on the full cover price of said publication or item.

i. Identify each person who is entitled to receive or actually receives or has received royalties, or other remuneration based on the authorship or creation of said publication or item, and identify any documents relating to said entitlement or receipt.

j. State the actual (or anticipated price if the item or publication has not yet been sold) cover price of said publication or item and the date of any changes in the actual cover price at any time since the initial publication, distribution and/or sale of the publication or item.

4. If not previously stated in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, state how many copies of each publication or item identified in response to Interrogatories 1 and 2 of Plaintiff's First and Second Sets of Interrogatories and Request for Production of Documents have been sold for money or other consideration during each quarter ending March 31, June 30, September 30 and December 31 of each year, since its initial creation, publication,

distribution and/or sale, of if there has been no sales to date, the anticipated date of initial sales.

5. Describe in detail any agreement(s), not previously described in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, which Defendant TSR Hobbies, Inc. has with any other person or entity for any publication and/or item that bears the name DUNGEONS & DRAGONS or ADVANCED DUNGEONS & DRAGONS or that is in any way related as a playing aid or publication to the game rules or game DUNGEONS & DRAGONS and identify any documents setting forth said agreements.

6. Identify all directors, executive officers, agents and/or employees of Defendant TSR Hobbies, Inc., not previously identified in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, who are related to Defendant Gygax by blood, marriage, or adoption, not more remote than first cousin.

7. Describe in detail all positions and offices, not previously described in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, with Defendant TSR Hobbies, Inc. held by Defendant Gygax and any member of his immediate family, not more remote than first cousin, including but not limited to the following facts:

a. His or her term of office as a director and/or executive officer and any periods in which he or she has served as such;

b. Any arrangements or understandings between Defendant Gygax or the members of his immediate family and any other person or persons (naming such person(s)) pursuant to which he or she was or is selected as a director and/or executive officer;

c. The nature of any family relationship between Defendant Gygax and any other director, executive officer, agent or employee of Defendant TSR Hobbies, Inc;

d. An account of his or her business experience during the past seven years, including his or her principal occupations and employment during that period and the name and principal business of any corporation or other organization in which such occupations and employments were carried on;

e. For each class of equity securities of Defendant TSR Hobbies, Inc., state, as of the most recent practicable date, the amount and nature of beneficial ownership of Defendant Gygax and each member of his immediate family and the percent of the class so owned;

8. Describe in detail the amount and nature of all remuneration paid to Defendant Gygax or any member of his immediate family, not more remote than first cousin, by Defendant TSR Hobbies, Inc. each year since its incorporation, including but not limited to the following facts:

a. The amount and nature of all cash remuneration distributed or accrued in the form of salaries, fees, director's fees, royalties, commissions and bonuses, and separately identifying the amount and nature of any bonuses or royalties or other remuneration paid for any publication or item identified in response to Interrogatories 1 and 2 of Plaintiff's First and Second Sets of Interrogatories and Request for Production of Documents.

b. The amount and nature of any spread between the acquisition price, if any, and the fair market price of all securities or property acquired under any contract, agreement, plan or arrangement, including securities issued on exercise of options, for benefit of Defendant Gygax or any of the members in his immediate family;

c. The amount and nature of any premiums paid by Defendant TSR Hobbies, Inc. on life insurance policies insuring Defendant Gygax or any of the members in his immediate family unless the sole beneficiary under the policy is Defendant TSR Hobbies, Inc.

d. The amount and nature of any premium for health and hospitalization insurance or costs for any medical reimbursement plans paid by Defendant TSR Hobbies, Inc. for the benefit of Defendant Gygax or any of the members of his immediate family unless the health, hospitalization or medical reimbursement plans do not discriminate in favor of officers or directors of TSR Hobbies and are available generally to all salaried employees;

e. The value and nature of personal benefits which are not directly related to job performance, other than those provided to broad categories of employees and which do not discriminate in favor of officers and directors, furnished by Defendant TSR Hobbies directly or through third parties to Defendant Gygax or any of the members of his immediate family;

f. The amount expressed for financial reporting purposes by Defendant TSR Hobbies, Inc. which represents the contribution, payment, or accrual for the account

of Defendant Gygax or any of the members of his immediate family under any existing pension or retirement plans, annuity contracts, deferred compensation plans or any similar arrangements and the nature of each such arrangement;

g. The amount expressed for financial reporting purposes by Defendant TSR Hobbies, Inc. as remuneration to Defendant Gygax or any of the members of his immediate family with respect to stock options, stock appreciation rights plans, phantom stock plans and any other incentive or compensation plan or arrangement pursuant to which the measure of benefits is based on objective standards or on the value of securities of TSR Hobbies, Inc., granted, awarded or entered into at any time in connection with services to TSR Hobbies, Inc. and the nature of any such plan or arrangement;

h. The amount of any contribution, payment or accrual for the account of Defendant Gygax or any of the members of his immediate family which has been expensed by Defendant TSR Hobbies, Inc. for financial reporting purposes under any stock purchase, profit sharing, thrift, or similar plans and the nature of each such plan;

i. The nature and amount involved in any transaction between Defendant TSR Hobbies, Inc. and a third party when the primary purpose of the transaction is to furnish remuneration to Defendant Gygax or any of the members of his immediate family;

j. The title and aggregate amount of securities purchased by Defendant or any members of his immediate family from Defendant TSR Hobbies, Inc. pursuant to all options to purchase securities of Defendant TSR

Hobbies, Inc. including the aggregate purchase price and the aggregate market value of the securities purchased on the date of purchase.

k. The amount and nature of any indebtedness and the nature of the transaction in which it was incurred in which the Defendant or any of the members of his immediate family is or was indebted to Defendant TSR Hobbies, Inc.

l. The nature and amount involved in any transactions to which Defendant TSR Hobbies, Inc. was or is a party, in which Defendant Gygax or any of the members of his immediate family had or is to have a direct or indirect material interest, including, but not limited to, any transactions with Powell Associates Agency and any rental transaction for the properties used by Defendant TSR Hobbies, Inc., and including the nature of his or her interest in the transaction and the amount of such interest;

m. Identify each document setting forth the terms conditions, or nature of any of the above described items of remuneration to be paid to Defendant or any other person identified.

9. State the names, present addresses and place of employment of any persons having knowledge or information of the issues involved in this litigation, not previously stated in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, who are known to Defendant Gygax, Defendant's counsel, associates, investigators, employees or agents, whether obtained in the course of investigation, preparation for trial or otherwise.

10. Is Defendant Gygax aware of any additional documents, not previously identified in response to Plaintiff's First Set of Interrogatories and Request for Production of Documents, which in any way concern, pertain or relate to the issues involved in this litigation? If so, identify each such document, and at the time you answer these Interrogatories, provide counsel for the Plaintiff with a copy of each such document in your possession, custody or control.

11. State the following with respect to any expert witness Defendant Gygax may call at trial:

a. Name and address;

b. Dates of any written report(s) rendered by him;

c. The subject matter on which he is expected to testify;

d. The sugstance of all facts to which he is expected to testify;

e. The substance of all opinions to which he is expected to testify; and

f. A summary of the grounds for each opinion to which he is expected to testify.

12. State the name and address of all experts who have been retained, specially employed or consulted with, formally or informally, and who are not expected to be called as a witness at trial.

13. With regard to all interviews, meetings or other conversations of TSR Hobbies, Inc. or Gary Gygax during the last two years with any third party seeking information regarding DUNGEONS & DRAGONS or TSR Hobbies, Inc. for a news article, magazine article or other written publication, which in any way discussed the origins or creation of the game DUNGEONS & DRAGONS, please state:

a. The date and place of each of said conversations;

b. Identify all persons present during each of said conversations;

c. State the substance of each of said conversation with said third party regarding the origins or creation of the game DUNGEONS & DRAGONS; and

d. State whether a news article, magazine article or other written publication was subsequently written by said third person which mentions in any way the origin or creation of the game DUNGEONS & DRAGONS, and if so, identify the date and publication in which the writing appears; state whether the writing accurately reports what was said by TSR Hobbies, Inc. or Gary Gygax regarding the creation or origin of the game DUNGEONS & DRAGONS; and if it is inaccurate, please specify in detail how it is inaccurate.

14. It is requested that you produce and deliver to counsel for Plaintiff a copy of each news article, magazine article or other writing identified in Interrogatory 13 in your possession or control at the time you answer these Interrogatories.

MOSS, FLAHERTY, CLARKSON & FLETCHER
A Professional Association

Dated: September 18, 1980.

By J. Michael Hirsch
J. Michael Hirsch
Attorneys for Plaintiff
2350 IDS Center
Minneapolis, MN 55402
Telephone: 339-8551

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UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

David L. Arneson	)	No. 4-79 Civil 109
	)	
	)	Clerk's Notice under
Plaintiff,	)	Rule 77 (d) F. R. Civil Procedure
	)	or
-vs-	)	Rule 49 (c) F. R. Criminal Procedure
	)	
	)	
Gary Gygax, et al	)	
	)	
	)	
	)	
Defendant.	)	

You are hereby notified that in the above-entitled cause, on the 19th day of September, 19 80, we filed an Order signed by Magistrate Boline that all non-dispositive motions in this matter shall be heard before 12-17-80; That all discovery in this matter shall be completed on or before 1-2-81; That all dispositive motions in this matter shall be heard before 2-2-81; That this case shall be ready for trial on and after 3-2-81.

ROBERT E. HESS, CLERK

By: dll
Deputy Clerk

J. Michael Hirsch & Maher J. Weinstein
2350 IDS Center
Minneapolis, MN 55402

Marvin Jacobson & Carl L. Johnson
200 South Robert Street, Suite 204
St. Paul, MN 55107

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UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION
Civil No.4-79-109

David L. Arneson,

Plaintiff,

v.

Gary Gygax, and TSR Hobbies, Inc., a corporation,

Defendants.

O R D E R

Based upon the pretrial conference held in this matter on September 19, 1980, and all the files and records;

IT IS HEREBY ORDERED:

1) That all non-dispositive motions in this matter shall be heard before December 17, 1980;

2) That all discovery in this matter shall be completed on or before January 2, 1981;

3) That all dispositive motions in this matter shall be heard before February 2, 1981;

4) That this case shall be ready for trial on and after March 2, 1981.

Floyd E. Boline

FLOYD E. BOLINE
UNITED STATES MAGISTRATE

Dated: September 19, 1980.

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Filed SEP 19 1980
Robert E. Hess, Clerk
By
Deputy

MINUTES OF PROCEEDINGS

UNITED STATES DISTRICT COURT, DISTRICT OF MINNESOTA, Fourth DIVISION

DATE 9/18/80 JUDGE/MAGISTRATE Boline REPORTER

CASE NUMBER: Civ. 4-79-109

David L. Arneson	J. Michael Hirsch
(Plaintiffs)	(Counsel)
vs.	
Gary Gygax, et al.	John L. Beard
	Marvin Jacobson
(Defendants)	(Counsel)

PRETRIAL CONFERENCE

1. NATURE OF CASE, MAJOR FACTUAL AND LEGAL ISSUES: Breach of contract; conversion; declaratory judgement; accounting; damages; punative damages; injunction.

   Counterclaim to rescind agreement for lack of consideration & mutual mistake.

2. HAS THERE BEEN A DEMAND FOR A JURY TRIAL? no BY WHOM?

   IF NOT, WILL A DEMAND BE MADE IN THE FUTURE? no

3. HOW LONG WILL THE TRIAL TAKE? (if jury trial, this estimate should include the jury selection and the jury charge) 10 days

4. HAVE ALL PLEADINGS BEEN FILED WITH THE CLERK, INCLUDING ANSWERS? yes

5. HAS DISCOVERY BEEN COMPLETED? no

6. ARE THERE ANY PENDING MOTIONS WHICH REMAIN UNDECIDED? no

7. IS THE CASE READY FOR TRIAL? no

8. THE COURT ORDERS THAT

   A. ALL NON-DISPOSITIVE MOTIONS BE HEARD BEFORE Dec. 17, 1980.

   B. ALL DISCOVERY BE COMPLETED ON OR BEFORE Jan 2, 1981.

   C. ALL DISPOSITIVE MOTIONS BE HEARD BEFORE Feb. 2, 1981.

   D. THIS CASE BE READY FOR TRIAL ON AND AFTER March 2, 1981.

9. HAVE THERE BEEN ANY SETTLEMENT DISCUSSIONS? yes but it is unlikely

10. WOULD ANOTHER PRETRIAL OR SETTLEMENT CONFERENCE PROVE USEFUL BEFORE OR AFTER THE CLOSE OF DISCOVERY? no IF SO, INDICATE WHEN

11. HAVE ALL COUNSEL SUBMITTED PRETRIAL STATEMENTS? yes

12. OTHER COMMENTS

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Lloyd E. Boline

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON, Plaintiff, vs. GARY GYGAX and TSR HOBBIES, INC., a corporation, Defendants.	)	Civil Action 4-79-109

NOTICE OF TAKING DEPOSITION

To: J. Michael Hirsch
Attorneys for Plaintiff
Moss, Flaherty, Clarkson & Fletcher
2350 IDS Center
Minneapolis, MN 55402

Notice is given herewith that pursuant to Federal Rule of Civil Procedure 30(b), the deposition of Plaintiff, David L. Arneson, will be taken on oral examination at 9:00 a.m. on Thursday, September 18, 1980, at the offices of Moss, Flaherty, Clarkson & Fletcher, 2350 IDS Center, 80 South Eighth Street, Minnespolis, MN 55402, before an officer authorised by law to take depositions. The oral examination will continue until completed.

By this notice, David L. Arneson is hereby requested to appear for the above-identified deposition at the place and time indicated.

REQUEST TO PRODUCE DOCUMENTS AND THINGS

Pursuant to Rule 34, Plaintiff, Arneson, is hereby requested to produce, and permit Defendants to inspect or copy, all documents and tangible things which are in the possession, custody or control of Plaintiff, which have not already been produced by Plaintiff to Defendants, and which relate in any way to:

(1) the making of the Agreements identified as Exhibits A and B attached to Plaintiff's Amended Complaint; or

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Filed SEP 15 1980
Robert E. Hess, Clerk
By [signature]
Deputy

(2) the allegations contained in Plaintiff's Amended Complaint, particularly the Fifth through Ninth Causes of Action, the statements, particularly in Section "II Excluded Works", contained in Plaintiff's Memorandum In Support Of Motion to Amend Complaint And For A Pretrial Conference, and the allegations contained in Defendant TSR's present Counter-claims and Plaintiff's Reply thereto.

It is requested that the production of documents be made at the offices of Moss, Flaherty, Clarkson & Fletcher just prior to the taking of the deposition of David L. Arneson.

John L. Beard
Paul R. Puerner
Michael, Best & Friedrich
250 E. Wisconsin Avenue
Milwaukee, WI 53202
(414) 271-6560
Attorneys for Defendants

OF COUNSEL:

Marvin Jacobson
Jacobson and Johnson
Suite 204
Minn. State Bank Bldg.
200 South Robert Street
St. Paul, MN 55107
(612) 222-3775

CERTIFICATE OF SERVICE

This is to certify that on September 10, 1980, a copy of the foregoing NOTICE OF TAKING DEPOSITION and REQUEST TO PRODUCE DOCUMENTS AND THINGS was mailed, first class mail, postage prepaid, to J. Michael Hirsch of the firm of Moss, Flaherty, Clarkson & Fletcher, 2350 IDS Center, Minneapolis, MN 55402.

John L. Beard

D153T20A 070980 #

UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

FOURTH DIVISION

David L. Arneson,

Plaintiff,

vs.

Gary Gygax and TSR Hobbies, Inc., a corporation,

Defendants.

CIVIL ACTION NO. 4-79-109.

REPLY TO THE COUNTERCLAIMS OF DEFENDANT TSR HOBBIES, INC.

COMES NOW the Plaintiff, David L. Arneson, and for his Reply to the Counterclaims of Defendant TSR Hobbies, Inc., states and alleges:

I.

Denies each and every allegation, matter and thing contained in said Counterclaims and each and every part and portion thereof except as may be specifically admitted or qualified hereafter.

II.

Admits the allegations contained in Paragraphs 1, 2 and 3 of said Counterclaims if the term "citizen" as used in said paragraphs in reference to Defendant TSR Hobbies, Inc. is restricted to the meaning of that term provided by Title 28 U.S.C. Section 1332.

III.

Admits that Defendant Gygax helped to create and author a set of game rules entitled "Dungeons & Dragons", as alleged in Paragraph 4 of said Counterclaims, but affirmatively alleges that Plaintiff was a co-creator and co-author of said work with Defendant Gygax.

Filed JUL 10 1980
Robert E Hess, Clerk
By _____ Deputy

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No. 3290½—Affidavit of Service by Mail. (Rev. 1957)

Miller-Davis Co., Minneapolis

State of Minnesota,

County of HENNEPIN } *ss.*

Mary Lahr *of the* City *of* Minneapolis

County of Hennepin *in the State of Minnesota, being duly sworn, says that on the* 9th *day of* July, *19* 80 *s*he *served the annexed* Plaintiff's Reply to the Counterclaims of TSR Hobbies, Inc. *on* Marvin Jacobson *the attorney(s) for* Gary Gygax, et al *the* Defendants *in this action, by mailing to* him *a copy thereof, inclosed in an envelope, postage prepaid, and by depositing same in the post office at* Minneapolis *Minnesota directed to said attorney(s) at* 200 S. Robert Street, Suite 204, St. Paul, MN 55107 *the last known address of said attorney(s).*

Subscribed and sworn to before me, this 9th *day of* July, *19* 80

Peggy J. Moran

PEGGY J. MORAN
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires July 22, 1986

Mary Lahr

Notary Public ..... *County, Minnesota*

My Commission Expires .....

IV.

Admits the allegations contained in Paragraphs 5, 6 and 7 of said Counterclaims.

V.

As to the allegations contained in Paragraphs 8, 9, 10 and 12 of said Counterclaims, alleges that Plaintiff has insufficient facts upon which to form a belief as to the allegations contained in said paragraphs; and therefore, deny the same and put Defendant TSR Hobbies, Inc. to its proof.

VI.

Admits that Plaintiff gathered a group of associates, both members and non-members of the Castle and Crusade Society, to play a game Plaintiff created and developed involving an imaginary "Dungeon" as alleged in Paragraph 11 of said Counterclaims, but affirmatively alleges that the name "Blackmoor" was first used to designate an imaginary "Dungeon", rather than any area on a map.

VII.

Admits that Plaintiff visited and introduced Defendant Gygax to the game Plaintiff had created and developed involving the imaginary "Blackmoor Dungeon" in early 1973 as alleged in Paragraph 13 of said Counterclaims, but affirmatively alleges that additional information regarding the game had been communicated to Defendant Gygax by Plaintiff even earlier by telephone and/or letter correspondence.

VIII.

Admits that the "Blackmoor Dungeon" game or "campaign" initially used the "fantasy combat table" contained in "Chainmail" to determine hits, but specifically denies that any other portion of "Chainmail" was used in developing said game as alleged in Paragraph 14 of said Counterclaims, and affirmatively alleges that even the "fantasy combat table" was substantially altered and changed by Plaintiff's introduction of the concept of "hit dice".

IX.

Admits that Dave Megarry introduced the game called "Dungeon" to Defendant Gygax during a trip to Lake Geneva, Wisconsin, as alleged in Paragraph 15 of said Counterclaims, but further alleges that Plaintiff has insufficient information upon which to form a belief as to whether or not said game was introduced to Defendant Gygax during the same trip referred to in Paragraph 13 of said Counterclaims.

X.

Admits that Plaintiff indicated that Plaintiff would send Defendant Gygax additional information including rules regarding the "Blackmoor Dungeon" game, but specifically denies that said game was in anyway an adaptation of "Chainmail" to role playing as alleged in Paragraph 16 of said Counterclaims, except as stated above in Paragraph VIII herein.

XI.

Admits that Plaintiff sent Defendant Gygax additional information, including rules regarding the "Blackmoor Dungeon" game as alleged in Paragraph 17 of said Counterclaims, but further alleges that Plaintiff has insufficient information upon which to form a belief as to how many pages of material were sent to Defendant Gygax or as to whether the material was handwritten or typed.

XII.

Specifically denies the allegations contained in Paragraphs 18, 19 and 20, and further affirmatively alleges that in numerous letters and telephone conversations with Defendant Gygax, Plaintiff communicated to Defendant Gygax the ideas and concepts that went into the development of the game rules and game which originated from Plaintiff's "Blackmoor Dungeon" game and was subsequently marketed as "Dungeons and Dragons".

XIII.

Admits that Defendant Gygax was a co-author with Plaintiff in the creation, structuring and writing of the set of game rules published as "Dungeons & Dragons", but specifically denies all other allegations and implications contained in Paragraph 21 of said Counterclaims.

XIV.

As to the allegations contained in Paragraph 22 of said Counterclaims, alleges that Plaintiff has insufficient information upon which to form a belief as to the number of pages contained in the final manuscript of "Dungeons & Dragons" or as to the total amount of the words in said manuscript that was written or typed by Defendant Gygax, but specifically denies the allegation and implication contained within the allegations of said paragraph that Defendant Gygax was the sole person involved in the creation, structuring, editing and/or writing of said game or game rules.

XV.

Admits that the final editing of the draft of "Dungeons & Dragons" was done in Lake Geneva and that Plaintiff did not see the final draft before it was printed, but affirmatively alleges that Plaintiff participated in the editing and revision of the final draft of said game rules as well as earlier drafts, by telephone and mail with Defendant Gygax.

XVI.

Admits that Plaintiff entered into an agreement with Tactical Studies Rules as alleged in Paragraphs 24 and 25 of said Counterclaims, the terms of which are set forth in said agreement, but affirmatively alleges to the best of his present knowledge that said agreement was entered into and was signed by Plaintiff in Minnesota, and specifically denies the allegations and/or implications contained in Paragraphs 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 29 and 31 of said Counterclaims that Plaintiff was not

a co-creator and co-author of the game rules and game "Dungeons & Dragons" or that Plaintiff was mistakenly designated a co-author in the agreements between the parties or in the published works themselves.

XVII.

Admits that Plaintiff entered into another agreement with Tactical Studies Rules (attached to Plaintiff's Complaint as Exhibit "A") as alleged in Paragraph 26, the terms of which are set forth in said agreement, but further affirmatively alleges that the execution of said agreement was done at the instigation and insistence of Defendant Gygax and that Plaintiff has insufficient information at the present time to form a belief as to the motives and reasons for execution of said agreement and again specifically denies the allegation that Plaintiff was mistakenly designated an author in said agreement.

XVIII.

Admits that Plaintiff assigned certain rights regarding the game rules or game entitled "Dungeons & Dragons" to Tactical Studies Rules as alleged in Paragraph 27 of said Counterclaims, but affirmatively alleges that said assignment was conditioned on the performance of certain obligations by Tactical Studies Rules, including the payment of royalties on each and every copy of the game rules or game sold by Tactical Studies Rules and realleges the allegations of paragraphs 7.1 and 7.2 of his Amended Complaint.

XIX.

As to the allegations contained in Paragraph 28 of said Counterclaims, alleges that Plaintiff has insufficient information to form a belief as to the allegations contained in said paragraph, but affirmatively alleges that the parties to this lawsuit have stipulated that Defendant TSR Hobbies, Inc. has acquired the rights and assumed the obligations of Tactical Studies Rules with respect to said agreement as a condition for the release of Tactical Studies Rules from the lawsuit.

XX.

Specifically denies the allegations contained in Paragraphs 29 and 31 of said Counterclaims.

XXI.

As to the allegations of Paragraph 30 of said Counterclaims, Plaintiff realleges and refers to his replies to Paragraphs 1-29, inclusive, of said Counterclaims set forth above.

AFFIRMATIVE DEFENSES

XXII.

Alleges that Defendant TSR Hobbies, Inc.'s Counterclaims are barred by the doctrines of waiver and estoppel.

XXIII.

Alleges that Defendant TSR Hobbies, Inc.'s Counterclaims fail to state a claim upon which relief can be given.

XXIV.

Alleges that Defendant TSR Hobbies, Inc.'s Counterclaims are false and a sham, and that pursuant to M.S.A. Section 549.21, this Reply will serve as notice that Plaintiff will look not only to Defendant TSR Hobbies, Inc., but to said Defendant's attorneys, for the relief set forth in said statute for the bad faith indicated by said Defendant and its attorneys in bringing said Counterclaims against Plaintiff, to-wit: his costs, disbursements, and reasonable attorney and witness fees.

WHEREFORE, Plaintiff prays that Defendant TSR Hobbies take nothing by its pretended Counterclaims and that Plaintiff be awarded his costs, disbursements, reasonable attorneys' fees and such other relief as may be deemed just and equitable.

MOSS, FLAHERTY, CLARKSON & FLETCHER
A Professional Association

Dated: July 9, 1980

By J. Michael Hirsch
J. Michael Hirsch
Attorneys for Plaintiff
2350 IDS Center
Minneapolis, MN 55402
Telephone: (612) 339-8551

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

DAVID L. ARNESON,

Plaintiff,

vs.

Civil Action No. 4-79-109

GARY GYGAX and TSR HOBBIES, INC., a corporation,

DEFENDANTS' ANSWER TO AMENDED COMPLAINT AND DEFENDANT'S COUNTERCLAIMS

Defendants.

Defendants, TSR Hobbies, Inc. and Gary Gygax, by their attorneys (without waiving Defendant, Gygax's, objection to personal jurisdiction) hereby respectfully answer the Amended Complaint and Admit and Deny the allegations of the numbered paragraphs of the Complaint, and allege to the Court as follows:

JURISDICTION

(1.1) Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

(1.2) Admit.

(1.3) Defendants admit that Gygax was a partner in the partnership, Tactical Studies Rules (herein after referred to as "Parntership"), which Partnership was dissolved effective November 16, 1975. Defendants deny that the Partnership incorporated itself as Defendant, TSR Hobbies, Inc. TSR Hobbies, Inc. was incorporated as a Wisconsin corporation, July 14, 1975, approximately four months prior to the dissolution of the Partnership.

(1.4) Defendants admit that TSR Hobbies, Inc. has assumed all contractual rights and obligations, if any, which the Partnership, Tactical Studies Rules, has or had in relation to

Filed JUN 13 1980
Robert E Hess, Clerk
By _____ Deputy

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Plaintiff, Arneson, including the rights and obligations, if any, under the agreement (herein after referred to as "2nd Agreement"), attached as Exhibit B to Plaintiff's Amended Complaint.

(1.5) Deny, except that Defendant, TSR Hobbies, Inc., admits that it has a manufacturer's rep. residing in Minnesota and that the Partnership and Gygax were parties to the Agreement with Arneson.

(1.6) Deny.

FIRST CAUSE OF ACTION

(1.7) Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

(1.8) Deny.

(1.9) Deny, with the qualification that the work entitled "DUNGEONS & DRAGONS" was copyrighted as a "book" and that Gygax and Arneson are listed as authors in the Certificate of Registration of a claim to copyright.

(1.10) Deny, except that Defendants admit that the parties indicated entered into an Agreement ("1st Agreement") and that the terms of the 1st Agreement were as set forth in Exhibit A, attached to Plaintiff's Amended Complaint.

(1.11) Deny, except that Defendants admit that the parties indicated entered into a later agreement (the "Agreement") and that the terms of the Agreement were as set forth in Exhibit B, attached to Plaintiff's Amended Complaint.

(1.12) Admit, with the qualification that the term "DUNGEONS & DRAGONS" is a federally registered trademark owned by TSR Hobbies, Inc., and that Defendants have continued to pay royalties to Plaintiff in accordance with Exhibit B to date, subject to a ruling of the Court on TSR's Counterclaims against plaintiff.

(1.13) Deny, except that Defendant, TSR Hobbies, Inc., admits publishing a boxed game entitled DUNGEONS & DRAGONS, BASIC SET, a three volume set demoninated Original DUNGEONS & DRAGONS, Collectors Edition, and volumes entitled ADVANCED DUNGEONS & DRAGONS , PLAYERS HANDBOOK, ADVANCED DUNGEONS & DRAGONS , MONSTER MANUAL, and ADVANCED DUNGEONS & DRAGONS , DUNGEON MASTERS GUIDE.

(1.14) Deny.

SECOND CAUSE OF ACTION

(2.1) Defendants hereby adopt by reference and incorporate herein paragraphs 1.7 through 1.14, inclusive, of this Answer.

(2.2) Deny; "ADVANCED DUNGEONS & DRAGONS" is a trademark owned and licensed by TSR Hobbies, Inc.

(2.3) Deny.

(2.4) Deny.

THIRD CAUSE OF ACTION

(3.1) Defendants hereby adopt by reference and incorporate herein paragraphs 1.7 through 1.14, and 2.1 through 2.4, inclusive, of this Answer.

(3.2) Deny, with the exception that Defendant's admit that works sold under the trademark DUNGEONS & DRAGONS are commercially successful works. Defendants are uncertain as to Plaintiff's meaning in the use of the phrase "various republications and adaptations thereof" and "artistically successful work".

(3.3) Deny.

(3.4) Deny.

FOURTH CAUSE OF ACTION

(4.1) Defendants hereby adopt by reference and incor-

porate herein paragraphs 1.7 through 1.14, and 2.1 through 2.4, and 3.1 through 3.4, inclusive, of this Answer.

(4.2) Deny.

(4.3) Deny.

FIFTH CAUSE OF ACTION

(5.1) Defendants hereby adopt by reference and incorporate herein all previous paragraphs of this Answer.

(5.2) Deny.

SIXTH CAUSE OF ACTION

(6.1) Deny.

SEVENTH CAUSE OF ACTION

(7.1) Defendants hereby adopt by reference and incorporate herein all previous paragraphs of this Answer.

(7.2) Deny.

EIGHTH CAUSE OF ACTION

(8.1) Defendants hereby adopt by reference and incorporate herein all previous paragraphs of this Answer.

(8.2) Deny.

NINTH CAUSE OF ACTION

(9.1) Defendants hereby adopt by reference and incorporate herein all previous paragraphs of this Answer.

(9.2) Deny.

Defendants deny that Plaintiff is entitled to any of the requested relief.

AFFIRMATIVE DEFENSES

AND AS AND FOR affirmative defenses to the Complaint, Defendants allege and state to the Court as follows:

FIRST AFFIRMATIVE DEFENSE

Plaintiff's Amended Complaint fails to state a claim against Defendants upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's First Cause of Action fails to state a claim against Defendant, Gygax, upon which relief can be granted, because any obligation Gygax had to make royalty payments to Plaintiff under the Agreement has been discharged.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim against Defendants upon which relief can be granted because Plaintiff, Arneson, had no agreement to write, and in fact, did not write, and is not an author of, the works entitled ADVANCED DUNGEONS & DRAGONS, PLAYERS HANDBOOK, or ADVANCED DUNGEONS & DRAGONS, MONSTER MANUAL, or ADVANCED DUNGEONS & DRAGONS, DUNGEON MASTERS GUIDE, or any other works which Plaintiff refers to.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's Third and Fourth Causes of Action fail to state a claim against Defendants upon which relief can be granted because the Agreement does not include a provision requiring that Plaintiff be credited as a author of the original game rules entitled DUNGEONS & DRAGONS or as an author of any other works Plaintiff refers to.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim against Defendants upon which relief can be granted since the Agreement,

as to Arneson, is invalid or unenforceable because of Arneson's failure of considertion. Arneson's contribution to DUNGEONS & DRAGONS was, at most, a few ideas which did not constitute copyrightable subject matter, and which were in the public domain, and thus, Arneson was not and is not a co-author of DUNGEONS & DRAGONS.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim against Defendants upon which relief can be granted because, even if the Court finds the Agreement valid and enforceable, Defendant, TSR Hobbies, Inc., has paid royalties to Plaintiff for all sales of original work entitled DUNGEONS & DRAGONS in accordance with the Agreement. Plaintiff, Arneson, is not entitled to royalty payment for sales of any work other than the original work entitled DUNGEONS & DRAGONS, because Arneson has sold all his rights, if any, in the original work DUNGEONS & DRAGONS.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim against Defendants upon which relief can be granted because, even if the Court finds the Agreement valid and enforceable, Defendant, TSR Hobbies, Inc., has paid royalties to Plaintiff for all sales of the original DUNGEONS & DRAGONS game rules in accordance with the Agreement. Plaintiff, Arneson, is not entitled to a 5% royalty on the separately developed and copyrighted, and separately marketed ($5.00) playing aids which are included in "DUNGEONS & DRAGONS Basic Set", which playing aids were not even in existence at the time of the Agreement in dispute.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim against Defendants upon which relief can be granted, because, even if

the Court finds the Agreement valid and enforceable, under the Agreement, Plaintiff assigned the copyrigh or all his rights in the original work entitled DUNGEONS & DRAGONS in return for royalty payments. Defendant, TSR Hobbies, Inc., has paid royalties to Plaintiff for all sales of the original DUNGEONS & DRAGONS game rules in accordance with the Agreement, and the Agreement does not provide that Plaintiff, Arneson, is entitled to payment of royalties for sales of any of the other works, such as the works known as ADVANCED DUNGEONS & DRAGONS, PLAYERS HANDBOOK or ADVANCED DUNGEONS & DRAGONS, MONSTER MANUAL, referred to by Plaintiff.

NINTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim against Defendants upon which relief can be granted, because, even if the Court finds the Agreement valid and enforceable, Defendant, TSR Hobbies, Inc., has paid royalties to Plaintiff for all sales of the original DUNGEONS & DRAGONS game rules in accordance with the Agreement, and it would be inequitable for Plaintiff, Arneson, to receive further royalty payments for sales of works referred to by Plaintiff other than DUNGEONS & DRAGONS, because these other works, such as ADVANCED DUNGEONS AND DRAGONS, PLAYERS HANDBOOK, or ADVANCED DUNGEONS & DRAGONS, MONSTER MANUAL were developed at a gret expenditure of time and expense solely by Defendants, and Arneson's contribution to the original work entitled DUNGEONS & DRAGONS, if any, was de minimis.

TENTH AFFIRMATIVE DEFENSE

Plaintiff's Fifth Cause of Action fails to state a claim upon which relief can be granted because neither the facts pleaded by Plaintiff or the Agreement (Exhibit B) attached to Plaintiff's Complaint, establish the existance of or the breach of a fiduciary duty owed by Defendants to Plaintiff.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff's Seventh Cause of Action fails to state a claim upon which relief can be granted because Defendant TSR Hobbies, Inc. has not assigned, licensed and/or sold film, literary and computer program rights in the original work entitled DUNGEONS & DRAGONS. Even if such assignment, license or sale occurred or were to occur, subsequent to January 1, 1978, Plaintiff's claim to such rights based on state law would be preempted by the 1976 Copyright Act, 17 USC 301. Also, Plaintiff fails to state a cause of action under provisions of the 1976 Copyright Act because Defendant, TSR Hobbies, Inc., not Plaintiff, is the owner of the copyright in the original work entitled DUNGEONS & DRAGONS, and of the copyrights in all the other works referred to in Plaintiff's Complaint.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiff's Eighth and Ninth Causes of Action each fail to state a claim upon which relief can be granted because "ADVANCED DUNGEONS & DRAGONS" is a trademark owned, adopted and used by TSR Hobbies, Inc. to identify various of its goods and distinguish them from goods manufactured or sold by others. Also, related company licensees are controlled by TSR in respect to the nature and quality of the goods of such licensees sold in connection with licensed use of the mark ADVANCED DUNGEONS & DRAGONS.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim against Defendant upon which relief can be granted because, Plaintiff under the doctrines of waiver and/or estoppel, should be prevented or equitably estopped from taking the position that the Agreement (Exhibit B) requires royalty payments for sales of any

works other than the original game rules entitled DUNGEONS & DRAGONS, the copyright to which Plaintiff assigned. Waiver or estoppel is appropriate because TSR Hobbies, Inc., has published works entitled "CHAINMAIL", "GREYHAWK", "BLACKMOOR", "ELDRITCH WIZARDRY", GODS, DEMI-GODS & HEROES", and "SWORDS and SPELLS", all of which works were identified in a work written by Plaintiff entitled "DUNGEONMASTER'S INDEX", published in 1977. Said INDEX was subtitled by Plaintiff "An Index to the D&D Family of Books for role playing games", yet prior to making a motion to amend the original Complaint herein, Plaintiff never made a claim that such works, obviously related to the original work DUNGEONS & DRAGONS, were covered under the Agreement (Exhibit B). Plaintff still does not make a claim that the first five works listed above are covered by the Agreement. Defendant TSR Hobbies, Inc. has, at great expense, continued to publish these and other additional works, related to the original work entitled DUNGEONS & DRAGONS, in reliance on Plaintiff's not making a claim that the aforementioned works were covered under the Agreement.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim upon which relief can be granted because Defendant TSR Hobbies, Inc. is the owner of the copyright of the original work or game rules entitled DUNGEONS & DRAGONS. Under the applicable Federal Copyright Law, Defendant TSR Hobbies, Inc., and not Plaintiff, is entitled to and has the exclusive right to prepare derivative works based upon the original copyrighted work entitled DUNGEONS & DRAGONS. Under the Agreement (Exhibit B), Plaintiff is not entitled to royalty payments for all "derivative works", if any, published by defendant TSR Hobbies, Inc.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim upon which relief can be granted, under the doctrines of waiver and/or estoppel, because Plaintiff Arneson, in 1977, caused to be published a copyrighted work entitled "First Fantasy Compaign, Playing Aid" setting forth details of "Blackmoor, The Campaign". Such playing aid was not treated by Plaintiff as being covered by the Agreement, and accordingly, Plaintiff should be estopped from claiming that playing aids or other works other than the original work entitled DUNGEONS & DRAGONS, published by Defendant TSR Hobbies, Inc., are covered by the Agreement.

WHEREFORE, Defendants pray the Judgment and Decree of the Court as follows:

(1) Dismissing the Complaint herein with prejudice;

(2) For an Order of this Court holding that the Agreement is terminated or unenforceable as to Plaintiff, Arneson, based upon Arneson's failure of consideration, since Arneson was no a co-author of the original game rules entitled DUNGEONS & DRAGONS, and any ideas contributed by Arneson were de minimis or not copyrightable subject matter, and/or were in the public domain.

(3) If this Court finds that the Agreement is enforceable, for an Order by this Court holding, in law or in equity, that only the printed "DUNGEONS & DRAGONS" game rules included in "DUNGEONS & DRAGONS BASIC SET", and the 3-volume set of game rules, "Original DUNGEONS & DRAGONS, Collectors Edition", are subject to royalty payments under the Agreement, and that there are no unpaid royalty payments due Arneson under the Agreement.

(4) If this Court finds that the Agreement is enforceable, for an Order of the Court confirming that Defendant TSR Hobbies, Inc. is the owner of the copyright in the original DUNGEONS & DRAGONS game rules and of the copyrights in the other works referred to by Plaintiff in his Complaint, and accord-

ingly, Defendant TSR Hobbies, Inc. is the owner of all motion picture rights existing in the original DUNGEONS & DRAGONS game rules and existing in the other works referred to by Plaintiff in its Complaint, and that Plaintiff is not entitled to any compensation if Defendant TSR Hobbies, Inc. assigns, licenses, or sells such motion picture rights.

(5) For such other and further relief as the Court shall deem just and equitable in the premises.

DEFENDANT'S COUNTERCLAIMS

AND AS AND FOR its counterclaims against Plaintiff, Defendant TSR Hobbies, Inc. alleges and states to the Court as follows:

JURISDICTION

1. Defendant, TSR Hobbies, Inc., is a Wisconsin corporation, having its principal place of business in Lake Geneva, Wisconsin, and is not a citizen of the state of Minnesota.

2. Upon information and belief, at all times herein material, Plaintiff, Arneson, has been and now is a resident and citizen of the state of Minnesota.

3. This Court has original jurisdiction over Defendant's counterclaims contained herein under the provisions of Title 28 U.S.C. §1332 because the matter in controversy is between citizens of different states and exceeds the sum or value of $10,000, exclusive of interest and costs.

FIRST COUNTERCLAIM

4. During 1973 and 1974, Defendant, Gygax, authored a set of game rules entitled "DUNGEONS & DRAGONS".

5. In early 1969, prior to authoring the game rules DUNGEONS & DRAGONS, Defendant, Gygax, founded a group entitled Castle & Crusade Society, a special interest group in a parent club, the now defunct International Federation of Wargaming.

6. The main thrust of the C&C Society was the study of all aspects of the midieval period, especially arms, armor, heraldry, and miniature recreation of historic battles or mode of warfare.

7. Plaintiff, Arneson, was one of the first dozen or so persons to join the Catle & Crusade Society, and Defendant, Gygax, and Plaintiff, Arneson, corresponded occasionally regarding history and game topics.

8. Some months prior to the founding of the Castle & Crusade Society, Defendant, Gygax, received a two page manuscript from Jeff Perren, then residing in Rockford, Illinois, which outlined rules which he had designed for Midieval-Renaissance warfare. Defendant, Gygax, expanded on the content of the rules.

9. Such rules were published as "The LGTSA (Lake Geneva Tactical Studies Association, of which Jeff Parren was a honorary member) Midieval Miniatures Rules" in 1969.

10. These Rules were included in a magazine entitled, DOMESDAY BOOK, which also included a special map of a mythological continent upon which each "noble" or member of the Castle and Crusade Society had his "fief" or territory.

11. Dave Arneson opted to name his territory "Blackmoor" and in the course of the activities of the C&C Society, which included plans for postal play among Society members, gathered a group of associates, both members and nonmembers, to pursue local play in his area of what was called "The Great Kingdom", i.e., the Barony of Blackmoor.

12. About 1970, Defendant, Gygax, made arrangements with Donald Lowry, head of the now defunct Guidon Games firm, to become the "Miniatures Rules Editor" as well as a game designer, and in that capacity Gygax prepared a manuscript for

man-to-man combat with specialized different weapons and armor, a separate section for jousting, and a fantasy supplement to round out the work. This compilation was copyrighted and published by Guidon Games in 1971 under the title, CHAINMAIL.

13. In the later part of 1972 or early 1973, Dave Arneson visited Defendant, Gygax, at his home in Lake Geneva, and Gygax, Arneson and Dave Megarry, along with others, played in an imaginary "dungeon" (simulated with paper and pencil) where play took place, which dugeon was similar to that used with Arneson's Blackmoor campaign.

14. The Blackmoor campaign, in which Arneson had been involved with others in the Twin City area during prior months, used the CHAINMAIL rules.

15. During the same course of play, a game called DUNGEON!, introduced to the players by Dave Megarry, was also tried.

16. After play was completed, Arneson indicated he would send Defendant, Gygax, a copy of his rules adapting CHAINMAIL to role playing.

17. The material which was sent by Arneson to Defendant, Gygax, a few weeks later, merely consisted of a few pages of hand written material.

18. Such material was not cohesive or cogent or even understandable.

19. Nothing more in writing was forthcoming from Arneson to Gygax.

20. Plaintiff, Arneson, never transmitted to Gygax anything which was printed, verbatim in the game rules, DUNGEONS & DRAGONS.

21. Realizing that the material sent by Arneson was not printable or understandable, Gygax, during the late winter of 1973, created, structured, and wrote the set of game rules which was published as "DUNGEONS & DRAGONS".

22. The final manuscript of DUNGEONS & DRAGONS was approximately 250 type written pages, and virtually each and every word of the published set of game rules DUNGEONS & DRAGONS, was written by Defendant, Gygax.

23. All the editing on the final draft of DUNGEONS & DRAGONS was done in Lake Geneva, and Arneson did not see the final draft before it went to press.

24. On January 4, 1974, Defendant, Gygax, on behalf of the Partnership, Tactical Studies Rules, entered into a first agreement wherein he and Arneson (Arneson being mistakenly designated a co-author) agreed to assign to the Partnership:

> "the Copyright, the right to publish, sell, and distribute, the set of game rules to be entitled "DUNGEONS & DRAGONS" as booklets, and any other similar rights, in consideration of payment to the co-authors by the publisher of a royalty of 20% of the selling price of the set or single booklet or any attendant part of the set other than art work (whether the sale is retail, wholesale, or by job lot) on each and every item sold; . . ."

25. This January 4, 1974 agreement was entered into and signed by the parties in Wisconsin.

26. Due to the difficulty in keeping track of the gross selling price of the set of game rules "Dungeons & Dragons", the Defendant, Gygax, on behalf of the Partnership, and Plaintiff, Arneson (mistakenly designated an author), entered into another Agreement (Exhibit A, attached to Plaintiff's Complaint) wherein the authors agreed to assign to the Partnership ". . .the copyright, the right to publish, and distribute the set of game rules or game entitled DUNGEONS & DRAGONS . . ." in return for the Partnership agreeing to pay the authors a ". . . royalty of 10% of the cover price of the game rules or game on each and every copy sold".

27. Arneson assigned all his rights, if any, in the copyright to the game rules entitled DUNGEONS & DRAGONS, to Tactical Studies Rules.

28. The Partnership, Tactical Studies Rules, was dissolved effective November 16, 1975, and incident to a liquidation sale, Defendant, TSR Hobbies, Inc., purchased all the assets of the partnership and acquired the rights and assumed the obligations of the Partnership with respect to the Agreement (Exhibit B of Complaint).

29. In view of the foregoing, Arneson's contribution to DUNGEONS & DRAGONS was, at most, a few ideas which were de minimis, were not copyrightable subject matter, and/or which were in the public domain, so that Arneson, as a matter of fact and law, was not and is not a co-author of the set of original game rules entitled DUNGEONS & DRAGONS. Thus, the Agreement, as to Plaintiff, Arneson, is invalid or unenforceable for failure of consideration on Arneson's part.

SECOND COUNTERCLAIM

30. Defendant realleges all of the allegations set forth above in paragraphs 1-28, inclusive, of its First Counterclaim.

31. Because of a mutal mistake, the Partnership, Tactical Studies Rules, and Plaintiff, Arneson, entered into agreement wherein Arneson was treated as an author and agreed to assign the copyright of the game rules DUNGEONS & DRAGONS to the Partnership, when, as a matter of fact and law, Arneson was not an author and had no copyright interest in the work DUNGEONS & DRAGONS to assign. Thus, the Agreement (Exhibit B), as to Arneson, is invalid or unenforceable as being based upon a mutual mistake of the parties.

WHEREFORE, Defendant TSR Hobbies, Inc. prays the Judgment and Decree of the Court as follows:

1. For an Order reciding the obligations of TSR Hobbies, Inc. under the Agreement, as to Plaintiff, Arneson, based upon Arneson's failure of consideration and/or the parties mutual mistake, finding that Arneson was not a co-author of the original game rules entitled DUNGEONS & DRAGONS, and that any ideas contributed by Arneson were de minimis, were not copyrightable subject matter and/or were in the public domain.

2. For an Order requiring Plaintiff, Arneson, to account for and to return to Defendant, TSR Hobbies, Inc., all royalty payments made under the Agreement.

3. If the Court determines that the Agreement should not be recinded to require Arneson to repay royalty payments, for an Order holding that future obligations of Defendant, TSR Hobbies, Inc., under the Agreement, as to Arneson, are terminated or unenforceable, based upon Arneson's failure of consideration and/or the parties mutual mistake, holding that Arneson was not a co-author of the original game rules entitled DUNGEONS & DRAGONS, and that any ideas contributed by Arneson were de minimis, were not copyrightable subject matter and/or were in the public domain.

4. For such other and further relief as the Court shall deem just and equitable in the premises.

Marvin Jacobson
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200 South Robert Street
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(612) 222-3775

MICHAEL, BEST & FRIEDRICH
250 East Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-6560

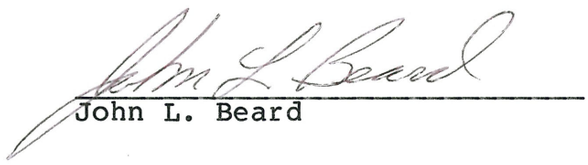
Attorneys for Defendants

Dated: June 11, 1980

By _____
John L. Beard
Paul R. Puerner
Michael, Best & Friedrich

CERTIFICATE OF SERVICE

This is to certify that on June 11, 1980, a copy of the foregoing DEFENDANTS' ANSWER TO COMPLAINT AND DEFENDANT'S COUNTERCLAIMS was mailed, US Express Mail, postage prepaid, to M. J. Weinstein, Moss, Flaherty, Clarkson & Fletcher, 2350 IDS Center, Minneapolis, Minnesota 55402.



John L. Beard

UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

FOURTH DIVISION

David L. Arneson,

Plaintiff,

vs.

Gary Gygax and TSR Hobbies, Inc., a corporation,

Defendants.

No. 4-79 Civil 109

AMENDED COMPLAINT

Comes now the Plaintiff, David L. Arneson, and for his cause of action against the Defendants, states and alleges:

JURISDICTION

1.1 At all times herein material, Plaintiff has been and now is a resident of the State of Minnesota.

1.2 At all times herein material, Defendant Gary Gygax (hereinafter referred to as "Gygax") has been and now is a Wisconsin resident residing in Lake Geneva, Wisconsin.

1.3 Defendant Gygax was a partner in Tactical Studies Rules, a partnership consisting of Gary Gygax and Brian Blume until on or about July 14, 1975, when said partnership incorporated itself as Defendant TSR Hobbies, Inc., a Wisconsin corporation, having its principal place of business in Lake Geneva, Wisconsin.

1.4 Defendant TSR Hobbies, Inc. is the assignee of the contractual rights and obligations of the said partnership and has assumed all said rights and obligations thereof for purposes of this litigation pursuant to stipulation of the parties hereto.

1.5 Plaintiff is informed and believes that at all times material hereto, Defendant TSR Hobbies, Inc. has been and now is doing business and has agents in the State of Minnesota and has entered into a contract with Plaintiff, a Minnesota resident, as hereinafter alleged.

Filed MAY 21 1980
Robert E. Hess, Clerk
By _____ Deputy

II-3

No. 3290½—Affidavit of Service by Mail. (Rev. 1957) Miller-Davis Co., Minneapolis

State of Minnesota,

County of HENNEPIN } *ss.*

Mary Lahr *of the* City *of* Minneapolis *County of* Hennepin *in the State of Minnesota, being duly sworn, says that on the* 20th *day of* May, *19*80, *she served the annexed* Amended Complaint *on* Mr. Marvin Jacobson and Mr. Carl L. Johnson, JACOBSON & JOHNSON LAW FIRM *the attorney(s) for* Gary Gygax and TSR Hobbies, Inc. *the* Defendants *in this action, by mailing to* him *a copy thereof, inclosed in an envelope, postage prepaid, and by depositing same in the post office at* Minneapolis, *Minnesota directed to said attorney(s) at* 200 S. Robert Street, Suite 204, St. Paul, MN 55107 *the last known address of said attorney(s).*

Mary Lahr

Subscribed and sworn to before me, this 20th *day of* May, *19* 80

LaVERNE P. MORGAN
NOTARY PUBLIC MINNESOTA
HENNEPIN COUNTY
My Commission Expires May 9, 1984

Notary Public Hennepin *County, Minnesota*

My Commission Expires

1.6 That Plaintiff's causes of action arise, in part, from a contract entered into in the State of Minnesota and partially performed in the State of Minnesota.

FIRST CAUSE OF ACTION

1.7 At all times herein material, Plaintiff was and still is a professional writer engaged in writing and creating original games and game rules.

1.8 During 1973 and 1974, Defendant Gygax and Plaintiff collaborated together and co-authored a game and set of game rules entitled "Dungeons and Dragons".

1.9 Said game and game rules entitled "Dungeons and Dragons" was copyrighted in the Register of Copyrights, Library of Congress, Washington, D.C., and both Defendant Gygax and Plaintiff are named as co-authors of said game.

1.10 On or about January, 1974, Defendant Gygax and Plaintiff executed a written agreement with Tactical Studies Rules, which allowed Tactical Studies Rules to publish, sell and distribute the set of game rules entitled "Dungeons and Dragons". A copy of said agreement is attached hereto marked Exhibit "A", and by reference made a part hereof.

1.11 On or about April, 1975, Defendant Gygax and Plaintiff executed a new written agreement with Defendant Tactical Studies Rules, which allowed Tactical Studies Rules to publish, sell, and distribute the set of game rules and game entitled "Dungeons and Dragons" in any form Tactical Studies Rules deemed suitable for commercial sale. A copy of said agreement is attached hereto marked Exhibit "B", and by reference made a part hereof.

1.12 From and after 1974, Defendants have published, marketed and otherwise commercially exploited the game "Dungeons & Dragons", and Plaintiff is informed and believes that Defendant TSR Hobbies, Inc. has paid royalties thereon to Plaintiff in accordance with Exhibit "B" until approximately the middle of 1977.

1.13 From and after the middle of 1977, Defendants have continued to publish, market and otherwise commercially exploit the game "Dungeons & Dragons", but have failed and refused to pay Plaintiff royalties in accordance with Exhibit "B", except for certain sums paid which are less than the amounts required by the said contract. Such continuing publications include a boxed game entitled "Dungeons and Dragons, Basic Set", a three-volume set denominated "Original Collector's Edition", a one-volume work entitled "Advanced Dungeons and Dragons, Players' Handbook" (hereinafter referred to as "Players' Handbook"), a one-volume work entitled "Advanced Dungeons and Dragons, Monster Manual" (hereinafter referred to as "Monster Manual"), a one-volume work entitled "Advanced Dungeons and Dragons, Dungeon Masters Guide" (hereinafter referred to as "Dungeon Masters Guide") and numerous other playing aids and publications based upon and copied, adapted, derived, and developed from "Dungeons and Dragons".

1.14 As a result of the foregoing, Plaintiff has been damaged in an amount equal to one-half of ten percent (10%) of the cover price of the above-described works which have been sold by Defendant TSR Hobbies, Inc. without payment to Plaintiff of royalties in accordance with Exhibit "B".

SECOND CAUSE OF ACTION

2.1 Plaintiff re-alleges all of the allegations set forth above in his First Cause of Action.

2.2 "Players' Handbook", "Monster Manual", "Dungeon Masters Guide" and numerous other playing aids and publications marketed by Defendants as "Advanced Dungeons and Dragons" are all derivative works based upon and copied, adapted, derived, and developed from "Dungeons and Dragons" and each said work bears the name "Dungeons and Dragons" as its most prominent feature.

2.3 Defendants, individually and acting in concert, have caused "Players' Handbook", "Monster Manual", and "Dungeon Masters Guide" to be published in a form falsely represented to be original works solely authored by Defendant Gygax, and have obtained copyright registrations for said derivative

works in violation of both Title 17, USC § 506(e) and Title 18, USC § 1001 by false representations including that said works were original works solely authored by Defendant Gygax rather than derivative works based upon and copied, adapted, derived and developed from "Dungeons and Dragons" which was co-authored by both Defendant Gygax and Plaintiff, and on information and belief, Defendants are preparing other derivative works based upon and copied, adapted, derived and developed from "Dungeons and Dragons" which will also be published in a form falsely represented to be original works and purported to be authored solely by Defendant Gygax; Defendants, and each of them, have done so willfully and maliciously, in disregard of the rights of Plaintiff, and despite repeated demands of Plaintiff.

2.4 As a result of the foregoing, Defendants, and each of them, have wrongfully appropriated, converted, taken and stolen the rights of Plaintiff as the co-author of "Dungeons and Dragons" to receive royalties upon the said work and its derivations, all to Plaintiff's damage.

THIRD CAUSE OF ACTION

3.1 Plaintiff realleges all of the allegations set forth above in his First and Second Causes of Action.

3.2 "Dungeons and Dragons", in its original form and in the various revisions, republications, adaptations, and derivations thereof, is a commercially and artistically successful work.

3.3 It is a commercially and artistically valuable right of an author of such a work to be disclosed as such to the consuming public and to the publishing profession.

3.4 Defendants, and each of them, have willfully and wrongfully deprived Plaintiff of that right with regard to "Players' Handbook", "Monster Manual", and "Dungeon Masters Guide" and have willfully and maliciously represented to the consuming public and to the publishing profession that Plaintiff is not a co-author of "Dungeons and Dragons", or that Plaintiff's contribution to said work was insignificant, all to Plaintiff's pecuniary damage.

FOURTH CAUSE OF ACTION

4.1 Plaintiff realleges all of the allegations set forth above in his First, Second, and Third Causes of Action.

4.2 Unless restrained and enjoined therefrom, Defendants, and each of them, separately and in concert, will continue to publish "Players' Handbook", "Monster Manual", and "Dungeons Masters Guide" and other derivative works based upon and copied, adapted, derived and developed from "Dungeons and Dragons" without paying royalties to Plaintiff thereon, and to represent falsely that Defendant Gygax is the sole author thereof.

4.3 That the above-described publication and false representation will cause irreparable damage to the Plaintiff's reputation as a professional author of games and game rules.

FIFTH CAUSE OF ACTION

5.1 Plaintiff realleges all of the allegations set forth above in his First, Second, Third, and Fourth Causes of Action.

5.2 Defendants, and each of them, have continued to publish, market and otherwise commercially exploit "Dungeons & Dragons", willfully and maliciously, in disregard of the rights of the Plaintiff and in violation of the fiduciary duty that both Defendant Gygax and Defendant TSR Hobbies, Inc. owe to Plaintiff, all to Plaintiff's damage.

SIXTH CAUSE OF ACTION

6.1 Upon information and belief, Defendants TSR Hobbies, Inc. and Gygax, acting jointly and in concert have willfully concealed and diverted royalties from the above-described derivative works by paying additional sums to Defendant Gygax as salaries, bonuses and fees in excess of the reasonable value of any services performed by Defendant Gygax, by paying additional sums to Defendant Gygax through an advertising agency owned by Defendant Gygax and solely engaged in placing advertising for "Dungeons & Dragons" and its derivative works, and by paying rentals to Defendant Gygax for real property used by Defendant TSR Hobbies, Inc. in its business, in excess of true rental values and against the interest of Plaintiff, as a co-author of "Dungeons & Dragons" and as a minority shareholder in TSR Hobbies, Inc. Such sums constitute a secret royalty to Defendant Gygax for the derivatives of "Dungeons and Dragons".

SEVENTH CAUSE OF ACTION

7.1 Plaintiff realleges all of the allegations set forth above in his First, Second, Third, Fourth, Fifth and Sixth Causes of Action.

7.2 Upon information and belief, Defendant TSR Hobbies, Inc. has wrongfully assigned, licensed, and/or sold film, literary and computer program rights in "Dungeons and Dragons" to others without having acquired said rights from Plaintiff, and without compensating Plaintiff therefor, as a result of which Defendant has converted and stolen Plaintiff's rights in "Dungeons & Dragons" to Plaintiff's damage.

EIGHTH CAUSE OF ACTION

8.1 Plaintiff realleges all of the allegations set forth above in his First, Second, Third, Fourth, Fifth, Sixth and Seventh Causes of Action.

8.2 In the alternative, if "Players' Handbook", "Monster Manual", "Dungeon Masters Guide", and the numerous other playing aids and publications marketed by Defendants as "Advanced Dungeons and Dragons" are determined not to be derivative works as alleged in Plaintiff's Second Cause of Action, Defendants have wrongfully and willfully diverted sales away from "Dungeons and Dragons" and its derivations by marketing said works as "Advanced Dungeons and Dragons", and by falsely derogating "Dungeons and Dragons" as a simplified game or an historical curiosity while encouraging customers to purchase "Advanced Dungeons and Dragons", thereby damaging Plaintiff by diminishing his royalties and enriching Defendants, and each of them.

NINTH CAUSE OF ACTION

9.1 Plaintiff re-alleges all of the allegations set forth above in his First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Causes of Action.

9.2 In the alternative, if "Players Handbook", "Monster Manual", "Dungeon Masters Guide", and the numerous other playing aids and publications marketed by Defendants as "Advanced Dungeons & Dragons" are determined not to be derivative works as alleged above, then Defendants and each of them have passed

off the said playing aids and publications as having the same source as the work of which Plaintiff was co-author and thereby have misled the public and damaged Plaintiff.

WHEREFORE, Plaintiff prays the Judgment and Decree of the above-named Court as follows:

1. Declaring that "Dungeons and Dragons, Basic Set", "Dungeons and Dragons, Original Collector's Edition", "Advanced Dungeons and Dragons, Players' Handbook" and "Advanced Dungeons and Dragons, Monster Manual" are derivative works based upon and copied, adapted, derived and developed from the game and game rules referred to as "Dungeons and Dragons" in Exhibit "B".

2. Ordering Defendant Gygax to account to Plaintiff for his exploitation of "Dungeons and Dragons" and the copies, derivations, and adaptations thereof.

3. Ordering Defendant TSR Hobbies, Inc. to account to Plaintiff for all sales of "Dungeons and Dragons" and the copies, derivations, and adaptations thereof.

4. Entering Judgment in favor of Plaintiff and against Defendants and each of them in a sum equal to five percent (5%) of the cover price of each game or game rules set of "Dungeons and Dragons" and its copies, derivations and adaptations sold by Defendant TSR Hobbies, Inc. less payments heretofore or hereafter made to Plaintiff in accordance with Exhibit "B".

5. Entering Judgment in favor of Plaintiff and against Defendants and each of them in an amount exceeding Fifty Thousand and No/100 Dollars ($50,000.00) for pecuniary damages resulting from the willful omission of Plaintiff's name as an author of "Players' Handbook", "Monster Manual", and "Dungeon Masters Guide" and the false representation of Defendant Gygax as the sole author of "Dungeons and Dragons" and derivations thereof.

6. Entering Judgment in favor of Plaintiff and against Defendants, and each of them, for punitive and exemplary damages in excess of $50,000 for willful and wrongful conversion of Plaintiff's rights and for willful and wrongful damage to Plaintiff's reputation in his profession.

7. Voiding the assignments, licenses, or sales of film, literary and computer rights in "Dungeons and Dragons" by Defendant TSR Hobbies, Inc., or in the alternative ordering equitable compensation be paid by Defendant TSR Hobbies, Inc. to Plaintiff for the rights so transferred.

8. Entering Judgment in favor of Plaintiff and against Defendants, and each of them, in an amount that presently cannot be determined for damages resulting from the willful and malicious diversion of sales from "Dungeons and Dragons" by said Defendants, and the wrongful payment of secret royalties to Gygax.

9. Enjoining and restraining Defendants, and each of them, from the further publication of "Dungeons and Dragons" or any work copied, derived or adapted therefrom without disclosing the Plaintiff's co-authorship thereof upon the cover or box-top of such game or game rules.

10. Enjoining and restraining Defendants, and each of them, from the further representation to the consuming public or to the publishing profession that Plaintiff is not a co-author of "Dungeons and Dragons" or that Plaintiff's contribution to said work was insignificant, and further requiring that Plaintiff's authorship be publicized equally with the authorship of Defendant Gygax.

11. For such other and further relief as the Court shall deem just and equitable in the premises.

MOSS, FLAHERTY, CLARKSON & FLETCHER
A Professional Association

By J. Michael Hirsch
J. Michael Hirsch

Dated: May 20, 1980

By Maher J. Weinstein
Maher J. Weinstein
Attorneys for Plaintiff
2350 IDS Center
Minneapolis, MN 55402
Telephone: (612) 339-8551

AGREEMENT

By the signing of this contract, the several parties concerned, E. Gary Gygax for TACTICAL STUDIES RULES, publisher, and David (Dave) Arneson and E. Gary Gygax, co-authors, do agree to the following:

That the co-authors shall assign to the publisher the copyright, the right to publish, sell, and distribute the set of game rules to be entitled Dungeons and Dragons as booklets, and any other similar rights, in consideration of payment to the co-authors by the publisher of a royalty of twenty percent (20%) of the selling price of the set or single booklet or any attendant part of the set other than art work (whether the sale is retail, wholesale, or by job-lot) on each and every item sold; this to be payable on a quarterly basis beginning 1 May 1974 with respect to David Arneson and on a monthly basis beginning 1 March 1974 with respect to E. Gary Gygax.

That, however, the co-authors shall have the option of purchasing the copyright from the publisher at such time as the publisher no longer maintains the title Dungeons and Dragons as an in-print title, and to do so as a fair price based upon market demand at such time, but in no event exceeding three hundred dollars ($300.00), is also understood and agreed.

This Agreement shall not be considered a valid contract until signed by both the publisher and the co-authors and shall take effect as of the date indicated below:

SIGNED: E Gary Gygax (Publisher)

SIGNED: David L Arneson (Co-Author)

SIGNED: E Gary Gygax (Co-Author)

DATE: Jan. 4, 1974 19___.

TSR 67

PLAINTIFF'S EXHIBIT

EXHIBIT "A"

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AGREEMENT

To take effect of 1 April 1975, item 4. below notwithstanding.

THIS AGREEMENT is made between the the Author(s) specified hereafter and Tactical Studies Rules, 542 Sage Street, Lake Geneva, WI 53147, hereafter called TSR.

Author(s): Gary Gygax, 330 Center St., Lk.,Geneva, WI

Dave Arneson, 1496 Hartford Ave, St. Paul, MN

1. The Author(s) hereby agree to assign to TSR the copyright, the right to publish, sell, and distribute, the set of game rules or game entitled DUNGEONS & DRAGONS, in any form TSR deems suitable for commercial sales, as well as any other similar rights.

2. TSR hereby agrees to pay the Author(s) a royalty of TEN PERCENT (10 %)of the cover price of the game rules or game on each and every copy sold; this royalty to be payable on a quarterly basis reported within 30 days after the end of each quarter, with quarters ending 31 March, 30 June, 30 September and 31 December of each year.

3. TSR also hereby agrees that the ownership of the copyright mentioned above shall revert to the Author(s) not more than 90 days after the set of game rules or game is no longer maintained in-print.

4. This Agreement shall not be considered a valid contract until all parties concerned have signed and dated the contract, but upon so signing the contract shall take effect on a retroactive basis from the date of publication of the set of game rules or game.

TACTICAL STUDIES RULES

E. Gary Gygax — 7 April 1975

E. Gary Gygax, Editor

Gary Gygax — 7 April 1975

Gary Gygax

Dave Arneson — 14-4-75

Dave Arneson

PLAINTIFF'S EXHIBIT

EXHIBIT "B"

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

David L. Arneson	)	No. 4-79 Civil 109
	)	
	)	Clerk's Notice under
Plaintiff,	)	Rule 77 (d) F. R. Civil Procedure
	)	or
-vs-	)	Rule 49 (c) F. R. Criminal Procedure
Gary Gygax, et al	)	
	)	
	)	
	)	
	)	
Defendant.	)	

You are hereby notified that in the above-entitled cause, on the 16th day of May, 19 80, we filed Magistrate Boline's Order that plaintiff is granted leave to amend and to serve and file his Amended Complaint. Such service and filing shall be accomplished within seven (7) days after the date of filing of this Order. Defendant shall have twenty (20) days after service of the Amended Complaint in which to file its Answer thereto.

ROBERT E. HESS, CLERK

BY: [illegible]
Deputy Clerk

Moss, Flaherty & Clarkson
J. Michael Hirsch & Maher J. Weinstein
2350 IDS Center
Minneapolis, MN 55402

Marvin Jacobson and Carl L. Johnson
200 S. Robert St., Suite 204
St. Paul, MN 55107

II-2

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION
Civil No. 4-79-109

DAVID L. ARNESON,
Plaintiff,

v.

GARY GYGAX AND TSR HOBBIES, INC., a Corporation,
Defendants

O R D E R

This matter came on for hearing before the undersigned United States Magistrate upon plaintiff's Motion For Leave To Amend Their Complaint And To Serve And File An Amended Complaint, a copy of which is attached to plaintiff's Motion.

Having considered the Motion and the submissions and arguments made by counsel for the parties, and upon all the files and proceedings herein;

IT IS HEREBY ORDERED: That plaintiff is granted leave to amend and to serve and file his Amended Complaint. Such service and filing shall be accomplished within seven (7) days after the date of filing of this Order. Defendant shall have twenty (20) days after service of the Amended Complaint in which to file its Answer thereto.

Floyd E. Boline
FLOYD E. BOLINE
United States Magistrate

Dated: May 16, 1980

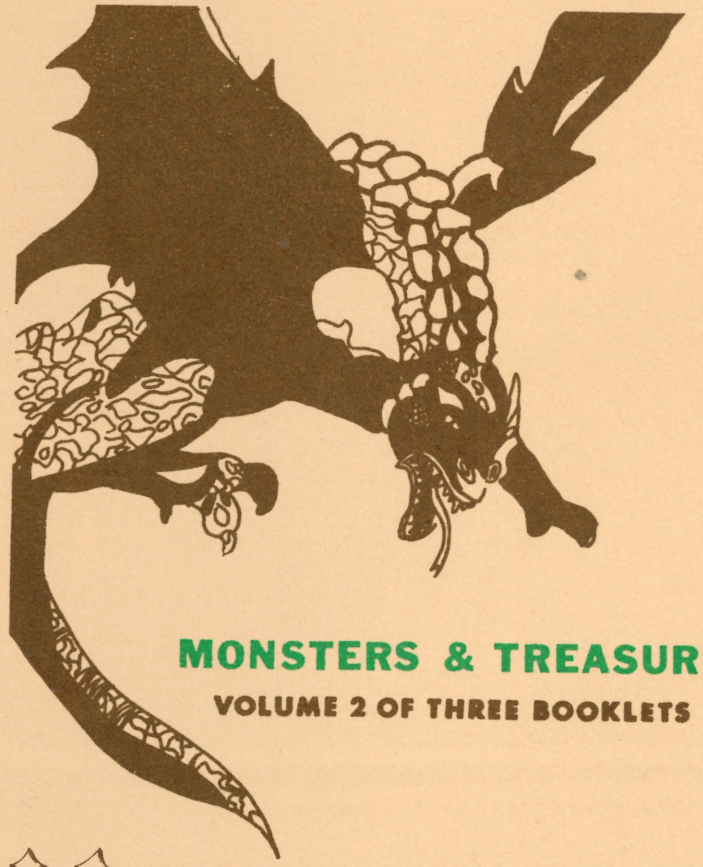
Filed MAY 16 1980
Robert E Hess, Clerk
By _____ Deputy

II-1

DUNGEONS & DRAGONS

Rules for Fantastic Medieval Wargames Campaigns Playable with Paper and Pencil and Miniature Figures

GYGAX & ARNESON



MONSTERS & TREASURE

VOLUME 2 OF THREE BOOKLETS

PUBLISHED BY
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INQUIRIES REGARDING RULES SHOULD BE ACCOMPANIED BY A STAMPED RETURN ENVELOPE AND SENT TO TACTICAL STUDIES RULES, POB 756, LAKE GENEVA, WISCONSIN 53147.

Gems:

The base value for gems is determined by percentile dice:

01-10	10 Gold Pieces
11-25	50
26-75	100
76-90	500
91-00	1000

Roll a six-sided die for every gem (or group of 5 or 10 gems where large numbers are involved); each roll of 1 indicates the gem is of the next higher category. Categories above 1000 are:

5000; 10,000; 25,000; 50,000; 100,000; 500,000

Jewelry:

The base value of Jewelry is also determined by percentile dice:

01-20	3 six-sided dice x 100 Gold Pieces
21-80	1 six-sided die x 1000
81-00	1 ten-sided die x 1000

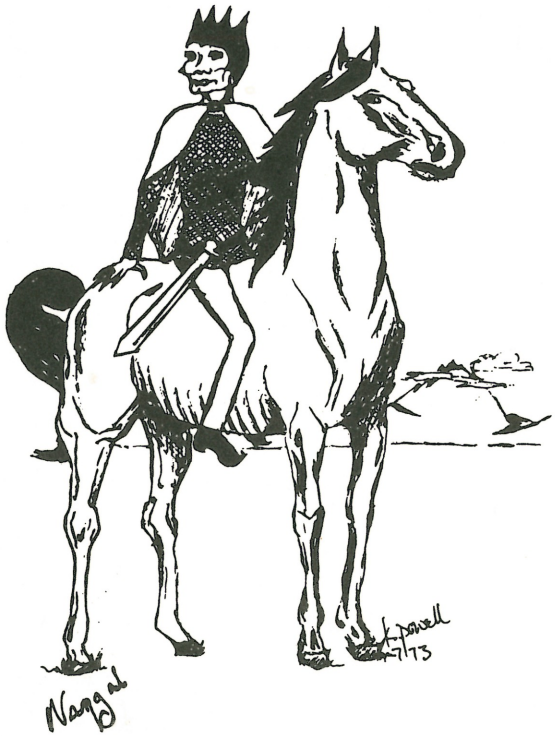
Metal is melted to solid lumps by fire or lightning. Fire will not destroy Gems (optionally 10% chance of destruction) but lightning will. Both will devalue Jewelry by 25%.

HEAD OF A DRAGON TURTLE

DUNGEONS & DRAGONS

VOLUME 2
MONSTERS & TREASURE

BY
GARY GYGAX & DAVE ARNESON



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ful in comparison to listed magic and must be handled by the referee. Examples of Artifacts: Teleportation Machine; Fighter's Crown, Orb and Scepter; Magic-User's Crown, Orb and Sceptre; Cleric's Crown, Orb and Scepter; Stone Crystalization Projector, etc. If such items are included very harmful effects should be incurred by any Neutral or Oppositely aligned character who touches one. For example:

Instant Death
Paralysis (until freed by designated means)
Immediate Loss of Six Energy Levels
Immediate Loss of Four Energy Levels
Insanity for 1 Month
Take 10 Hit Dice of Damage

If saving throws are allowed they should be very limited and require a very high score.

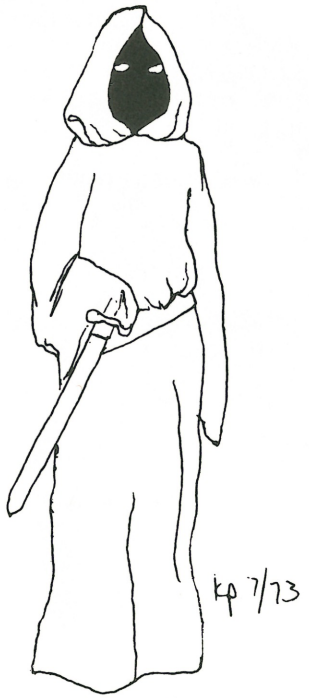
TREASURE:

Precious Metals:

The exchange rate for precious metals is:

1 Gold Piece	=	10 Silver Pieces
1 Silver Piece	=	5 Copper Pieces

If Electrum is added it is optionally worth either twice or half the value of Gold. Platinum is five times more valuable than Gold if it is decided to add it to the precious metals list.



WRAITH

kp 6/20

Horn of Blasting: A horn whose sounding has the effect of a double bombard (see Vol. III and CHAINMAIL) on non-living materials such as walls, gates, etc. Creatures which are in its path will sustain two dice of damage and deafened for one turn if not killed. The path of sound is a cone radiating 10" from the horn and ending in a 2" base.

Gauntlets of Ogre Power: These gauntlets give the wearer the ability to strike as an Ogre and generally give his hands and arms the strength of an ogre. They do not necessarily increase hit probability however.

Girdle of Giant Strength: Wearing this device bestows the strength and hit probability (if greater than the wearer's own) of Hill Giant.

Mirror of Life Trapping: A mirror of about the size of a buckler, which traps the life-force of any human (including Elves, Dwarves and Gnomes) who looks into it. The person so trapped then remains within the mirror until released by being called forth by the Magic-User possessing the mirror or by breaking of the mirror (which releases all trapped therein). The corporeal body of trapped persons disappears/appears upon trapping/release. Undead can be trapped. Trapped persons are held in separate areas of the mirror. They can be conversed with without releasing them. Undead are powerless within the mirror. A Mirror of Life Trapping will hold up to 20 lives. If it is openly displayed there is a 90% chance an unsuspecting creature will look full within it and be trapped. There is only a 10% chance a knowing person will be unable to avoid looking into it. The Magic-User cannot do anything else while operating the mirror, but the mirror can be set up to operate untended, such as on a wall. Range is about 1".

MAGICAL ITEMS' SAVINGS THROWS:

Magical items will, during the course of play, be struck by various forms of weapons. For the sake of simplicity it is generally easier to assume they survive unharmed if their wearer/user is not killed (exception, Helms). If the wearer is killed, or the items are alone, throw for them on the following table if struck by Fire (Dragon or Ball) or Lightning (Dragon or Bolt). Those items not listed should be assumed automatically destroyed.

Item - -	Staff of Power	Staff of Wizardry	Fire Ball Wand Lightning Bolt Wand
Saving Throw	10	12	14*

Item - -	Fire Resistance Ring	Ring of Protection	Magic Armor, Shield or Weapon (base)	+1	+2	+3
Saving Throw	10**	12		14	12	10

*minus 2 if hit by the opposite weapon it throws (fire-lightning and vice versa), so saving throw becomes 16 or better.
**minus 2 if hit by lightning so saving throw becomes 12 or better.

Roll with a twenty-side die.

ARTIFACTS: Although not otherwise mentioned, there can be included various powerful items of Law and Chaos termed Artifacts. These items are super-power-

THE MONSTERS

MONSTER REFERENCE TABLE, HOSTILE & BENIGN CREATURES:

Special characteristics are dealt with in the separate paragraphs pertaining to each monster which follow this table.

Monster Type	Number Appearing*	Armor Class	Move in Inches**	Hit Dice	% In Liar	Type or Amount of Treasure
Men	30 – 300	All variable - - - - - - - - - -			15%	Type A
Goblins/Kobolds	40 – 400	6/7	6	1-1/½	50%	1-6 G.P. ea.
Orcs	30 – 300	6	9	1	50%	Type D
Hobgoblins/ Gnolls	20 – 200	5	9	1+1/2	30%	Type D
Ogres	3 – 18	5	9	4+1	30%	1,000 G.P. + Type C
Trolls	2 – 12	4	12	6+3	50%	Type D
Giants	1 – 8	4	12	8-12+2	30%	5,000 G.P. + Type E
Skeletons/ Zombies	3 – 30	7/8	6	½/1	Nil	Nil
Ghouls	2 – 24	6	9	2	20%	Type B
Wights	2 – 24	5	9	3	60%	Type B
Wraiths	2 – 16	3	12/24	4	20%	Type E
Mummies	1 – 12	3	6	5+1	30%	Type D
Spectres	1 – 8	2	15/30	6	25%	Type E
Vampires	1 – 6	2	12/18	7-9	20%	Type F
Cockatrices	1 – 8	6	9/18	5	35%	Type D
Basilisks	1 – 6	4	6	6+1	40%	Type F
Medusae	1 – 4	8	9	4	75%	Type F
Gorgons	1 – 4	2	12	8	50%	Type E
Manticoras	1 – 4	4	12/18	6+1	25%	Type D
Hydras	5-12 heads	5	12	5-12	25%	Type B
Chimeras	1 – 4	4	12/18	9	50%	Type F
Wyverns	1 – 6	3	9/24	7	60%	Type E
Dragons***	1 – 4	2	9/24	5-12	60%	Type H
Balrogs	1 – 6	2	6/15	10	25%	Type F
Gargoyles	2 – 20	5	9/15	4	25%	Type C
Lycanthropes***	2 – 20	Variable - - - - - - - - - -			15%	Type C
Purple Worms	1 – 4	6	6	15	25%	Type D

MONSTER REFERENCE TABLE, CONTINUED

Monster Type	Number Appearing*	Armor Class	Move in Inches**	Hit Dice	% In Liar	Type or Amount of Treasure
Sea Monsters	All variable and at referee's descretion					
Minotaurs	1 – 8	6	12	6	10%	Type C
Centaurs	2 – 20	5	18	4	05%	Type A
Unicorns	1 – 4	2	24	4	Nil	Nil
Nixies	10 – 100	7	12	1	100%	Type B
Pixies	10 – 100	6	9/18	1	25%	Type C
Dryads	1 – 6	5	12	2	20%	Type D
Gnomes	40 – 400	5	6	1	60%	Type C
Dwarves	40 – 400	4	6	1	50%	Type G
Elves	30 – 300	5	12	1+1	25%	Type E
Ents	2 – 20	2	6	8	Nil	Nil
Pegasi	1 – 12	6	24/48	2+2	Nil	Nil
Hippogriffs	2 – 16	5	18/36	3+1	Nil	Nil
Rocs	1 – 20	4	6/48	6	20%	Type I
Griffons	2 – 16	3	12/30	7	10%	Type E
Invisible Stalkers	--------	3	12	8	Nil	Nil
Elementals	1	2	Variable	----	Nil	Nil
Djinn	--------	5	9/24	7+1	Nil	Nil
Efreet	--------	3	9/24	10	Nil	Nil
Ochre Jelly	1	8	3	5	Nil	Nil
Black Pudding	1	6	6	10	Nil	Nil
Green Slime	--------	--	Nil	2	Nil	Nil
Gray Ooze	--------	8	1	3	Nil	Nil
Yellow Mold	--------	--	--	--	Nil	Nil
Light Horse	--------	7	24	2	Nil	Nil
Medium Horse	--------	7	18	2+1	Nil	Nil
Heavy Horse	--------	7	12	3	Nil	Nil
Draft Horse	--------	7	12	2+1	Nil	Nil
Mule	--------	7	12	2+1	Nil	Nil
Small Insects or Animals	6 – 36	Variable				
Large Insects or Animals	2 – 16	Variable				

*Referee's option: Increase or decrease according to party concerned (used primarily only for out-door encounters).

**Number after slash is flying speed. Creature may "charge" also and get bonus to normal move.

***See separate paragraphs regarding each monster for various possibilities.

Elven Cloak and Boots: Wearing the Cloak makes a person next to invisible, while the Boots allow for totally silent movement.

Boots of Speed: Allow the wearer to travel at the speed of a Light Horse for up to one full day, but he must then rest one day.

Boots of Levitation: Work as a Levitation spell but with no time limit as to duration of effect.

Boots of Traveling and Leaping: These boots increase the endurance of the wearer, making him tireless as far as walking is concerned. Thus speed is increased outdoors by 1 hex/day when walking. Below they allow leaps of up to 1" vertically and 3" horizontally.

Broom of Flying: This device allows the owner to fly at Dragon speed (24"/turn). The user must know the "Word of Command" to make it function. The Broom of Flying will come up to 24" when its owner summons it with the command word. It will carry two persons but its speed is reduced by one-quarter.

Helm of Reading Magic and Languages: Wearing this helm allows the person to read any language or magical writing. It does not protect in the same way as Magic Armor, so if it is worn in combat any hit upon its wearer should be given a 10% of striking the helm and smashing it.

Helm of Telepathy: This allows the wearer to read the thoughts of any creature within 9". If his Intelligence rating is greater than that of human or humanoid creatures within the range of the helm the wearer may attempt to control their mind with suggestions implanted telepathically. Such suggestions will have a +2 effect in their likelihood of being carried out (see Vol. III for random actions of monsters). For characters in the game roll percentile dice adding 10% to the helm's wearer, and if the character fails to beat this score he will follow the suggestion. (The referee must use judgement here, for a suggestion to kill oneself would not be likely to be carried out in any event.) Treat as non-protective helm if worn into melee.

Helm of Teleportation: The Magic-User employing this helm must have a Teleportation spell in order to take advantage of this device. Having but one such spell the Magic-User can Teleport himself endlessly about the universe, but if he teleports some other person or object the helm does not function and the spell proper is used. Thus the helm is good only to transport the Magic-User himself. Treat as a non-protective helm if worn into combat.

Helm of Chaos (Law): The wearer of sucha helm reverses alignment (or becomes Chaotic or Lawful if formerly Neutral). It can only be removed with the application of a spell to Dispell Magic; of course the person wearing it will make every effort to avoid removal of the helm!

Flying Carpet: This device carries up to 3 persons at a speed of 18"/turn, while one occupant will allow it to move at 30"/turn. It otherwise behaves in all respects like a Broom of Flying.

Drums of Panic: The beating of these kettle drums will cause men and fantastic creatures who fail to make their morale throw to flee in rout (for morale throw use saving throw vs. magic). Animals with fewer than 5 Hit Dice will automatically flee, as will those non-carnivorous animals with more than that number. They may be struck while moving provided they are mounted upon some form of carriage or steed. They will not effect the area immediately around them (1" radius).

MISCELLANEOUS MAGIC

Crystal Balls: Generally successful operation of these devices will be less likely over great distances, when the subject is not exactly known, when spells are used to prevent such operation, when lead interposes between the viewer and the subject, and so on. Only three attempts per day can be made under the above circumstances, without driving the Magic-User mad. Long use of a Crystal Ball during any day requires that the Magic-User rest and recuperate the next day. Spells cannot be sent through a Crystal Ball, but the operator may, for instance, put an infra-vision spell upon himself and then look into the device and see in the dark.

Medallions of ESP: These devices are usable by all classes of characters, even Dwarves, but the device malfunctions on a roll of 6, so whenever in use roll a six-sided die to check it.

Amulet vs. Crystal Balls and ESP: This device presents the location, sight, or thought waves pick-up by Crystal Ball or ESP. It is always effective.

Scarab of Protection from Evil High Priests: The small scarab acts as a charm which absorbs the "Finger of Death" from Evil High Priests for up to a dozen times before it disintegrates.

Bag of Holding: A sack-sized magical bag which will contain 10,000 Gold Pieces as if they were only 300. Objects up to 10' length and 5' width and 3' height may be stuffed into the bag, but the weight equivalent, regardless of the weight of the object, then becomes 600.

Elemental Control Items: These four devices call up the Elemental indicated. Only the owner of the item may use it. All are rather bulky and require one turn to set up or store away if they are carried with an expedition. They will summon the Elemental in but one turn. No spell is required. Elemental strength is 12 Hit Dice.

Efreet Bottle: The Efreet will serve only the finder of the bottle, and he will serve but for a thousand and one days.

Displacer Cloak: This device warps light waves to make the wearer appear to be up to 1" away from where he is actually standing. It makes it 10% harder to hit its wearer, whether by smiting or Wand (add +2 to defense and saving throws).

Special Ability functions are generally as indicated in CHAINMAIL where not contradictory to the information stated hereinafter, and it is generally true that any monster or man can see in total darkness as far as the dungeons are concerned except player characters.

Attack/Defense capabilities versus normal men are simply a matter of allowing one roll as a man-type for every hit die, with any bonuses being given to only one of the attacks, i.e. a Troll would attack six times, once with a +3 added to the die roll. (Combat is detailed in Vol. III.)

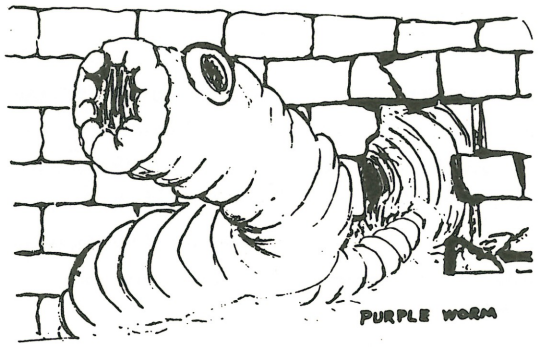
MONSTER DESCRIPTIONS:

MEN: There are several categories of men:

BANDITS: Although Bandits are normal men, they will have leaders who are supernormal fighters, magical types or clerical types. For every 30 bandits there will be one 4th level Fighting-Man; for every 50 bandits there will be in addition one 5th or 6th level fighter (die 1-3 = 5th level, die 4-6 = 6th level); for every 100 bandits there will be in addition one 8th or 9th level fighter (die 1-3 = 8th, die 4-6 = 9th). If there are over 200 bandits there will be 50% chance for a Magic-User (die 1-4 = 10th level, die 5,6 = 11th level) and a 25% chance for a Cleric of the 8th level. If there are exactly 300 bandits there will absolutely be a Magic-User, and the chance for a Cleric goes up to 50%. There is also a chance that there will be magical accouterments with the super-normal types:

Type 5% chance for Fighting-Men for each level, roll for			
	Armor	Shield	Sword
5% chance for Magic-Users for each level, roll for			
	Wand/Staff	Ring	Misc. Magic
5% chance for Clerics for each level, roll for			
	Misc. Weapon*	Armor	Shield

*if edged weapon indicated by roll go to Wand/Staff table and roll again, but if result not usable by Cleric there is no item in this category.



Example of Bandits: Assume 183 bandits are encountered. There will be the following super-nromal types with them:

six Fighting-Men of 4th level
three Fighting-Men of 5th or 6th level
one Fighting-Man of the 8th or 9th level (the leader)

Using percentile dice a score of 20% or less would indicate that the 4th level fighters had magical Armor, Shield, and/or Sword (check for each fighter by category); a roll of 25% or 30% (or less) would indicate the same for the 5th or 6th level fighters; and a score of 40% or 50% (or less) would indicate the same for the 8th or 9th level fighter.

Armor Class: See Composition of Force below.

Movement in Inches: See Composition of Force below.

Hit Dice: 1 die/man.

Composition of Force: Light Foot (Leather Armor & Shielf) = 40%; Short Bow (Leather Armor) or Light Crossbow (same) = 25%; Light Horse (Leather Armor & Shield) = 25%; Medium Horse (Chain Mail & Shield, no horse barding) = 20%. All super-normal individuals with the force will be riding Heavy, barded horses.

Alignment: 50% chance of Neutrality, 50% chance of Chaos.

BERSERKERS: Berserkers are simply men mad with battle-lust. They will have only Fighting-Men with them as explained in the paragraphs above regarding Bandits.They never check morale. When fighting normal men they add +2 to their dice score when rolling due to their ferocity.

Armor Class: Leather Armor.
Movement in Inches: 12"
Hit Dice: 1 die + 1/man.
Alignment: Neutrality.

BRIGANDS: Same as Bandits except +1 morale and Chaos alignment.

DERVISHES: Dervishes are fanatically religious nomads who fight as Berserkers, never checking morale, with +1 on hit dice, and otherwise as Nomads (below), except they will always be led by an 8th - 10th level Cleric and are Lawful in alignment.

NOMADS: These raiders of the deserts or steppes are similar to Bandits as far as super-normal types and most other characteristics go:

Composition of Forces:

Nomads of the Desert*		**Nomads of the Steppes**	
Light Horse Lancers	50%	Light Horse Lancers	20%
Light Horse Bowmen	20%	Light Horse Bowmen	50%
Medium Horse Lancers	30%	Medium Horse Lancers	10%
		Medium Horse Bowmen	20%

* Encampments will be guarded by an additional 20-40 medium foot with composite bows.

Polymorph: A Wand which projects a Polymorph spell, either "Others" or "Self" exactly as the appropriate spell.

Negation: By means of this Wand the effects of other Wands or Staves, other than actually striking with the latter, are nullified. Of course as Staves are basically 8th level, the Wand will negate only three-quarters (six dice) of a Staff's effects. It can be employed against only one Wand or Staff at a time, and the one it is being used against must be stated.

Staff of Healing: A Clerical Staff which acts as a spell to Cure Light Wounds (2-7 points of damage restored). It can be employed to numerous persons during a day, but only to once per day to any one person.

Staff of Commanding: This Staff combines Animal, Plant Control, and Human Control.

Snake Staff: A Clerical Staff which gives a +1 chance of hitting, and adds +1 to damage scored (thus scoring 2-7 points). In addition, if the Cleric orders if the Staff will twine itself about an opponent it hits, rendering him helpless if man-sized, or preventing counter-attack otherwise, for 1-4 turns. Thereafter it will crawl back to the Cleric who possesses it.

Staff of Striking: This Staff does not add to hit probability, but due to the energy within it, it scores two dice of damage when a hit is made.

Staff of Withering: A Staff which adds nothing to hit probability, but when a hit is scored it scores one die of damage and ages the creature struck by ten years. (This is not to say it matures it, but rather it shortens the life span by ten years.) A man struck four times thusly will be doddering, an animal dead of old age, and so on. It will have no aging effect upon Undead, and creatures with very long life spans will also be little harmed.

Staff of Power: A Staff combining the following powers (Wand, Staff or Spell):

Cold	Striking
Fire Balls	Continual Light
Lightning Bolts	Telekenesis

If the user wishes he may make a "Final Strike" with the Staff, breaking it and releasing all power within (8 x number of charges remaining). This power is distributed as hit points to all creatures within a 3" radius.

Staff of Wizardry: A Staff with the capabilities of a Staff of Power, plus several additional features. It gives +1 on hit probabilities. The Staff also has these other powers:

Paralization	Passwall
Invisibility	Whirlwind (as Djinni)
Wall of Fire	Webs (see below)

Elementals (roll four-sided die to determine how many and which kind)

Webs are great sticky masses of strands which are difficult to sever but subject to flame. The Staff will generate sufficient webs to cover a 1" x 1" x 2" area in any turn. Giants and similarly powerful creatures can break through them in two turns, and lesser creatures will take proportionately longer. A Flaming Sword will slash through them in one turn. The Staff of Wizardry has a "Final Strike" just as the Staff of Power.

X-Ray Vision: The wearer of this ring can see through up to ten feet of rock (or 6" of iron) for a total distance of 3" beyond. Lead prevents its functioning, as will gold. The user will note hidden doors and traps when X-Raying areas they are in. A 1" x 1" section can be viewed during 1 turn.

Spell Turning: The spells turned by this ring include those of Dragons and Clerics, but excludes the "Finger of Death" used by Clerics. Any spell aimed directly at the wearer of the ring will be partially turned. Roll percentile dice. The number generated is the percentage of the spell which returns to affect the character casting the spell; the remainder is the part of the spell which affects the wearer of the ring. Note the ring does not function against Wands or Staves, only against spoken spells aimed at the ring wearer.

Spell Storing: A ring containing from 1-6 spells of from the 1st through the 6th levels. Upon placing it on a finger and thinking of spells, the wearer will know telepathically what spells are housed within the ring. This ring is usable by any type of character, but the spells within it are restorable only by a Magic-User or a Cleric. There is a 20% chance the ring has Clerical spells, and if it is Clerical, there is a 50% chance the spells therein are Chaotic in nature.

WANDS AND STAVES: Wands are considered as being endowed with projectiles (or rays) of the 6th level (six dice of damage), Staves have 8th level effect. Assume Wands to have 100 charges, Staves have 200 charges. Of course, certain Wands and Staves would not be subject to the above, i.e. Metal Detection, Enemy Detection, Secret Doors & Traps Detection, Healing, Snake Staff, Staff of Striking.

Metal Detection: When grasped the wand points towards any large body of metal (equal to say 1,000 pieces of gold). The reaction from the Wand will also tell roughly what form of metal, precious or common such as iron, steel, lead, etc. Range is a 2" radius.

Enemy Detection: Reveals hidden or invisible enemies within a radius of 6", providing the enemies are aware of the Wand user's (or his associates) presence, for it is mental eminations which trigger the detection device.

Magic Detection: When grasped and employed the Wand will reveal the operation of any form of magic within a 2" radius. By selectively concentrating on quadrants the wielder will be able to ascertain some general details of the magic used.

Secret Doors and Traps Detection: When held the Wand will give warning of either thing when it is brought within 2" of it.

Illusion: This Wand creates an illusion similar to that of a Phantasmal Force spell, but the Wand wielder can move while employing the Wand to create the Illusion.

Fear: The Wand effects all creatures within a cone-shaped area eminating from it 6" outwards to a base 3" wide. All within it must make their saving throw as against magic or be panicked and flee.

Cold: An icy projection of the same dimensions as a Fear Wand. Creatures take half damage if their saving throw is made.

Paralization: A paralization ray of the same dimensions as a Fear Wand. Creatures take half damage if their saving throw is made.

Fire Balls: A Wand which projects a Fire Ball exactly like the spell of that name.

Lightning Bolts: A Wand which projects Lightning Bolts like the spell of the same name.

BUCCANEERS: Buccaneers are water-going Bandits in all respects except composition of their force.

Composition of Force: Light Foot = 60%; Light Crossbow = 30%; and Heavy Crossbow (Chain Mail) 10%, crossbows are heavy.

PIRATES: Pirates are the same as Buccaneers except they are aligned with Chaos.

CAVEMEN: Cavemen fight as 2nd level Fighting-Men, armed with weapons equal to Morning Stars. They have no armor but get 2 Hit Dice. They have -1 morale. Alignment is always Neutrality.

MERMEN: Mermen are similar to Berserkers in most respects, but they fight at -1 on land. They are armed with tridents and darts(50/50). Armor class is equal to Leather Armor.

GOBLINS: These small monsters are as described in CHAINMAIL. They see well in darkness or dim light, but when they are subjected to full daylight they subtract -1 from their attack and morale dice. They attack dwarves on sight. Their hit dice must always equal at least one pip.

Composition of Force: When in their lair the "goblin king" will be found. He will fight as a Hobgoblin in all respects. He will be surrounded by a body of from 5 - 30 (roll five six-sided dice) guards as Hobgoblins also.

KOBOLDS: Treat these monsters as if they were Goblins except that they will take from 1 - 3 hits (roll a six-sided die with a 1 or 3 equalling 1 hit, a 3 or 4 equalling 2 hits, etc.).

ORCS: The number of different tribes of Orcs can be as varied as desired, basing the decision on Tolkein or random chance. Once decided upon, simply generate a random number whenever Orcs are encountered, the number generated telling which tribe they belong to, keeping in mind inter-tribal hostility. When found in their "lair" it will be either a cave complex (die 1 - 4) or a village (die 5 - 6). The cave complex will be guarded by sentries. A village will be protected by a ditch and pallisade defense, 1 light catapult per 50 Orcs, and a high central tower of some kind. Orcs found in a cave will possibly have strong leader/protector types, as will those in villages:

	Cave Complex	Village
7th - 9th Level Fighting-Man	Nil	25%/100 Orcs
11th Level Magic-User	Nil	10%/100 Orcs
Balrog	25%/100 Orcs	Nil
Dragon	10%/100 Orcs	Nil
1 - 6 Ogres	10%/ 50 Orcs	15%/ 50 Orcs
1 - 4 Trolls	10%/100 Orcs	Nil

Orcs will defend their lair without morale checks until they are outnumbered by 3 - 1.

If found other than in their lair Orcs may be escorting a wagon train of from 1-8 wagons. There is a 50% chance for this. Each wagon will be carrying from 200 1,200 Gold Pieces. Wagon trains will have additional Orcs guarding them, 10 per

wagon, and be lead by either a Fighting-Man (die 1 = Champion, die 2-4 = Super-hero, die 5, 6 = Lord) or Magic-User (die 1 = Sorcerer, die 2 - 4 = Necromancer, die 5, 6 = Wizard), 50% chance for either (die 1-3 = fighter, die 4-6 = magical type.)

Note that if Orcs are encountered in an area which is part of a regular campaign map their location and tribal affiliation should be recorded, and other Orcs located in the same general area will be of the same tribe.

Orcs do not like full daylight, reacting as do Goblins. They attack Orcs of different tribes on sight unless they are under command of a stronger monster and can score better than 50% on an obedience check (4-6 with a six-sided die for example).

HOBGOBLINS: These monsters are large and fearless Goblins, having +1 morale. The Hobgoblin king will fight as an Ogre, as will his bodyguard of from 2-4 in number.

GNOLLS: A cross between Gnomes and Trolls (. . . perhaps, Lord Sunsany did not really make it all that clear) with +2 morale. Otherwise they are similar to Hobgoblins, although the Gnoll king and his bodyguard of from 1 - 4 will fight as Trolls but lack regenerative power.

OGRES: These large and fearsome monsters range from 7 to 10 feet in height, and due to their size will score 1 die +2 (3-8) points of hits when they hit. When encountered outside their lair they will carry from 100 to 600 Gold Pieces each.

TROLLS: Thin and rubbery, loathsome Trolls are able to regenerate, so that beginning the third melee round after one is hit it will begin to repair itself. Regeneration is at the rate of 3 hit points per turn. Even totally sundered Trolls will regenerate eventually, so that unless they are burned or immersed in acid they will resume combat when they have regenerated to 6 or more hit points. In strength they are about equal to an Ogre, but as they use only their talons and fangs for weapons, only one die of damage is scored when they hit an opponent.

GIANTS: As stated in CHAINMAIL, Giants act as mobile light catapults with a 20' range. Due to their huge weapons all Giants will score two dice of damage when hitting an opponent. Wandering Giants will carry from 1,000 to 6,000 Gold Pieces with them in their usual copious shoulder sack. Note that there can be many types of Giants including the following:

Giant Type	Hit Dice	Lair is	Approx. Size	Unusual Characteristics
Hill Giant	8	Cave	12'	None
Stone Giant	9	Cave	15'	Throw as heavy catapult
Frost Giant	10 +1	Castle	18'	Impervious to cold 2 dice + 1 hit damage
Fire Giant	11 + 3	Castle	12'	Impervious to fire 2 dice + 2 hit damage
Cloud Giant	12 + 2	Castle	20'	Keen sense of smell 3 dice hit damage

Hill Giants are the most common (60%) while the others are seldom encountered

1 - 3 Hit Dice 2 - 24 effected
4 - 5 Hit Dice 2 - 12 effected
6 or more Hit Dice: 1 - 6 effected

Spell duration is 6 turns.

Protection: Elementals: As with Protection: Lycanthropes, but it protects from but 1 Elemental. Spell duration is 4 turns.

Protection: Magic: A super Anti-Magic spell which extends in a 1" radius around the user and prevents all magical functions, in or out, for 8 turns. The circle is mobile, i.e. it will move with the user.

RINGS: A ring must be worn to be employed, and only one ring may be worn on each hand if the ring is to be operable by the wearer. (The referee should be careful to enforce this in order to maintain some balance in the game.) Rings are usable by any type of character. Those rings which are not specifically noted below function as would a like spell or potion but on an unlimited basis regarding duration.

Mammal Control: The ring allows the wearer to control from 3-18 small mammals or from 1-8 large mammals. This does not consider any creatures listed on the Monster Reference Table. Control is complete, even to having the controlled mammals attack the others with it which are not controlled. Range is 6".
Weakness: Once on the hand this ring cannot be removed without the application of a Remove Curse spell from a Cleric. The ring immediately begins to drain energy from the wearer, making him weaker at a rate of 10%/turn until a maximum of 50% is attained. This weakness is reflected in both attack and defense capabilities.

Protection: A ring which serves as +1 armor would, giving this bonus to defensive capabilities and to saving throws.

Three Wishes: As with any wishes, the wishes granted by the ring must be of limited power in order to maintain balance in the game. This requires the utmost discretion on the part of the referee. Typically, greedy characters will request more wishes, for example, as one of their wishes. The referee should then put that character into an endless closed time loop, moving him back to the time he first obtained the wish ring. Again, a wish for some powerful item could be fulfilled without benefit to the one wishing ("I wish for a Mirror of Life Trapping!", and the referee then places the character inside one which is all his own!). Wishes that unfortunate adventures had never happened should be granted. Clues can be given when wishes for powerful items or great treasure are made.

Delusion: A ring which makes the wearer see whatever he desires, i.e. a bummer thrown in to fool players.

Regeneration: The wearer will recover damage at the rate of 1 point/turn. Even if he is killed he will regenerate and live again unless treated as a troll and destroyed as explained thereunder.

Djinn Summoning: The Djinni "Servant of the Ring" is a permanent servant of the wearer. The Djinni appears immediately when called.

Telekenesis: Bestows upon the wearer Telekenetic ability equal to that of a 10th level Magic-User.

Longevity: Reduces 10 game-years from the game-age of the character drinking it. (Note this will counter the effect of aging caused by a Staff of Withering, q.v.)

Animal Control: One turn after the potion is consumed the party so doing can control from 3-18 small animals, 2-16 medium-sized animals, and from 1-6 large ones.

Undead Control: As with Animal Control, but the potion affects from 2-8 under 4 Hit Dice, and from 1-4 Undead with 4 or more Hit Dice.

Plant Control: This allows the inbiber to control plants, including fungoid types, from 1-6 in number or in 1" x 1" area where ground covering plants are considered. The control extends for 6" in any direction.

Human Control: This potion has the same general effect as a Charm Person spell, but it can effect from 1-12 persons with 3 or fewer Hit Dice, 2-8 with 4-6 Hit Dice, 1-4 with 7-9 Hit Dice, and 1 with 10 or more Hit Dice. Saving throws are applicable.

Giant Control: A Charm Monster spell which can effect from 1-4 Giants. The Giants are allowed saving throws.

Dragon Control: As Giant Control, but will effect from 1-3.

Invulnerability: This potion adds +2 to defensive capabilities and saving throws. However, more than one dose of this potion during any one week will have a reverse effect.

Fire Resistance: Normal fires will not have any effect on a person who has gained Fire Resistance through drinking this potion. The Wall of Fire spell will not effect such a person. It gives a +2 for saving throws against Fire Balls and Dragon Fire, and it takes -1 away from damage caused by these and from Balrog immolation.

Treasure Finding: A potion which allows the imbiber to be able to locate the direction and distance of treasure, treasure being a considerable body of precious metal (5,000 or more pieces of copper, silver or gold) or 50 or more gems. It is effective up to 36" regardless of intervening substances.

Heroism: A dual action potion which makes a normal man act like a hero in all respects, including morale and combat. The potion will cause fighters of 5th - 7th level to increase two levels, and 8th - 10 th level to increase by one level of ability.

SCROLLS: All Scrolls are spells for Magic-Users, and regardless of the level of the spell they can be used by any Magic-User capable of reading them. All "Protection" spells can be used by any character who is able to read. Scroll spells are of the 6th level unless necessarily higher, in which case they are of the minimum level necessary to generate such a spell. After reading a spell from a scroll the writing disappears, so the spell is usable one time only!

To determine what spells are on a scroll of 1-7 spells simply roll one six-sided die for each spell thereon, the number rolled being the level of the spell. Thereafter simply count the total number of spells for the level in question and roll dice accordingly to find which of the possibilities it is.

Protection: Lycanthropes: The spell will protect the person and those around him in a 1" radius from 2-12 Lycanthropes. Spell duration is 6 turns.

Protection: Undead: As with Protection: Lycanthropes, but it effects the Undead according to their Hit Dice:

(10% each type, total 40%). Those Giants who abide in castles sometimes have additional guards. There is a 50% chance that some other monster will be there: die 1-4 = a Hydra of from 5 - 10 heads; die 5 or 6 is either from 6 - 36 wolves or from 3 - 18 bears.

SKELETONS/ZOMBIES: Skeletons and Zombies act only under the instructions of their motivator, be it a Magic-User or Cleric (Chaos). They are usually only found near graveyards, forsaken places, and dungeons; but there is a possibility of their being located elsewhere to guard some item (referee's option). There is never any morale check for these monsters; they will always attack until totally wiped out.

GHOULS: As stated in CHAINMAIL for Wights, Ghouls paralize any normal figure they touch, excluding Elves. They otherwise melee in the regular fashion and are subject to missile fire. Any man-type killed by a Ghoul becomes one.

WIGHTS: Barrow Wights (per Tolkein) are nasty critters who drain away life energy levels when they score a hit in melee, one level per hit. Thus a hit removes both the hit die and the corresponding energy to fight, i.e. a 9th level fighter would drop to 8th level. Wights cannot be affected by normal missile fire, but silver-tipped arrows will score normal damage, and magic arrows will score double hits upon them. Magical weapons will score full hits upon them, and those with a special bonus add the amount of the bonus in hit points to the hits scored. Men-types killed by Wights become Wights. An opponent who is totally drained of life energy by a Wight becomes a Wight.

WRAITHS: These monsters are simply high-class Wights with more mobility, hit dice, and treasure. Hits by silver-tipped arrows will score only 1/2 die of damage, and magic arrows only score 1 die of damage when they hit.

MUMMIES: Mummies do not drain life energy as Wights and Wraiths do, but instead their touch causes a rotting disease which makes wounds take ten times the usual time for healing. A Cleric can reduce this to only twice as long with a Cure Disease spell if administered within an hour. Only magic weaponry will hit Mummies, and all hits and bonuses are at one-half value against them. Note, however, that Mummies are vulnerable to fire, including the ordinary kind such as a torch.

SPECTRES: These monsters have no corporeal body which makes them totally impervious to all normal weaponry (but can be struck by all magical weapons), including silver-tipped arrows. (The Nazgul of Tolkein now fall into this category rather than as Wraiths as stated in CHAINMAIL.) They drain two life energy levels when they score a hit. Men-types killed by Spectres become Spectres under the control of the one who made them.

VAMPIRES: These monsters are properly of the "Undead" class rather than Lycanthropes. If they are exposed to direct rays of sunlight, immersed in running water, or impaled through the heart with a wooden stake they are killed; otherwise they can be hit only as Spectres, but such hits do not kill them but only force them to assume gaseous form if they lose all hit points. Vampires drain two life energy levels as do Spectres when they hit an opponent in combat. They regenerate during combat as do Trolls, but they do so immediately upon being hit at the rate of three hit points per turn. Vampires can command help by calling to them from 10 to 100 rats or bats or from 3 to 18 wolves. They can polymorph themselves into either a huge bat or into a gaseous form, doing either at will. They Charm men-types merely by looking into their eyes (treat as a Charm

Person spell with a minus 2 for the object's saving throw against magic). Vampires cannot abide the smell of garlic, the face of a mirror, or the sight of cross. They will fall back from these if strongly presented. They must always return to a coffin whose bottom is covered with soil from their native land during the daylight hours. Men-types killed by Vampires become Vampires under the control of the one who made them.

COCKATRICE: The Cockatrice is a less powerful but more mobile Basilisk. It turns opponents to stone by touch. The Cockatrice is able to fly. They are not intelligent.

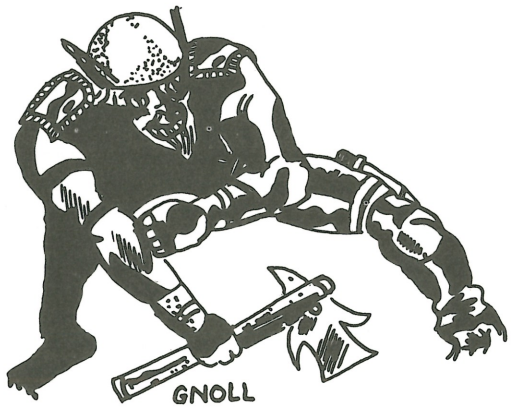
BASILISK: Although this creature cannot fly, it has the power of turning to stone those whom it touches and those who meet its glance, but it in turn can be petrified by the reflection of its own eyes if the light is sufficient, and it looks at a good reflector. The Basilisk is not intelligent.

MEDUSAE: A human-type monster with the lower body of a snake, a human torso and head, with tresses which are asps. It is able to turn those who look at its eyes to stone, while the bite of the snakes which cover its head is deadly (poison). As it is intelligent it will cleverly attempt to beguile victims into looking at it. It also is subject to the effects of its reflected glance.

GORGONS: These bull-like monsters have scales of iron covering their hides and a breath which is capable of turning to stone those who are within its 6' range.

MANTICORAS: Huge, lion-bodied monstrosities with men's face, horns, dragon wings, and a tail full of iron spikes. There are 24 of these spikes in a Manticora's tail, and they can be fired 6 at a time in any one direction with the range (18") accuracy and effect of a crossbow. Their favorite prey is man.

HYDRAS: Unlike the standard mythological concept of the Hydra being a snake with many heads, these beasts are large dinosaurs with multiple heads. Because of its size and constitution, each head is represented by one hit die, and the hit die per head is generally of six pips. Thus a six-headed Hydra has six hit dice of six pips each, or 36 total points. When six hit points are scored on it one head is then killed. Hydras of five heads fight as 5th level fighters, those with six as 6th level fighters, and so on. A ten-headed Hydra would fight as a 10th level fighter even when it had but one head left. Usually all of a Hydra's heads can attack simultaneously.



ARMOR: Armor proper subtracts its bonus from the hit dice of the opponents of its wearer. If the shield's bonus is greater than that of the armor there is a one-third chance that the blow will be caught by the shield, thus giving the additional subtraction.

MISCELLANEOUS WEAPONS: Those with bonuses of +1, +2 or +3 gain a bonus of equal merit on damage scored, except as noted below.

Magic Arrows have a +1 chance of hitting their target and do additional damage to their target unless specified otherwise due to the type of monster being shot. Thus, a Magic Arrow normally does from 2-7 points of damage when it hits.

Magic Bows give all arrows a +1 for hit probability, but they confer no damage bonus. A Magic Arrow shot from a Magic Bow has a +2 chance of hitting.

Axes can be utilized as a hand weapon or thrown 3" with the +1 bonus. Treat all targets as at medium range, i.e. there is neither short nor long range for this weapon.

War Hammers of +1 and +2 can be hurled in the same manner as Axes. The Hammer +3 has double range (6") only if being used by a Dwarf, and the same is true regarding its automatic return. Any other user of a +3 Hammer will throw it as if it were a +1 or +2 weapon as far as range is concerned, and it will not fly back to them. When used by a Dwarf it does two dice of damage, and when striking a Giant gains a damage bonus of +3 (5-15 damage points when a hit is scored). Otherwise it gains no damage bonus when striking, for it already does from 2-12 points of damage.

Spears like Axes and Hammers can be hurled and receive a damage bonus of from 1 to 3 points. Additionally, if something impales itself upon the spear damage will be double or even treble if the force is sufficient.

POTIONS: All potions come in a quantity sufficient to perform whatever their end is, although a small sample can be taken without effecting the whole. For those with limited effect the time will be six turns plus the number of pips rolled on a six-sided die. Some potions will not be detailed here as they duplicate magic already explained or are self-explanatory.

Growth: Will cause anyone to reach 30 feet in height if all is quaffed, and other growth is proportionate, depending on how much is drunk.

Diminuation: Size will shrink to one-half foot if the full potion is drunk.

Giant Strength: Gives the recipient full Giant prowess, including two dice of damage when he scores a hit.

Gaseous Form: The user retains cohesion over his new gaseous body, and he may penetrate any place which isn't air-tight. Of course, his arms, armor, and so on will remain behind.

Speed: This potion doubles the normal speed attainable by the user, thus allowing an encumbered man to move at 6"/turn, a plate armored man to move at 12" and so on.

Delusion: Makes the user believe the Potion is whatever he desires, and each Potion looks like some other type of Potion.

Healing: A Healing potion repairs one six-sided die, plus one, (2-7) points of damage, just like a Light Wound spell.

total (from 7 - 42 then possible). If mentally and/or physically fatigued, or if damage between 10% to 50% has been sustained, from 1 - 4 points are deducted (from 2- 35 then possible). If damage over 50% has been sustained, or the character has been under a severe mental strain from some form of magic, from 2 - 8 points are deducted (from 0 - 34 then possible).

Difference	Result
6 or more	Higher score prevails
2 - 5	75% chance the higher score will prevail
0-1	50% either way

Egoism in Continuing Relationship with the User: This determination is quite simple, being only a matter of comparing the Egoism score of the sword (1 - 12) with the level of the Fighting-Man using it. Consult the table used for Key Situations above. If either party has a positive difference of 6 or more that party will always prevail and no other checks (including Key Situations) need be made. A positive difference of 2-5 will indicate that the higher party generally prevails, and checks will only have to be made in Key Situations. A difference of 0 - 1 indicates a continuing struggle between the sword and its user, and during any stress situation both should be checked as to which will prevail.

Origin/Purpose: Naturally, the origin of each sword is either Law, Neutrality, or Chaos, but some of these weapons are forged by more powerful forces for an express purpose. To determine if any sword has such a purpose roll percentile dice, and a score of 91 or higher indicates the sword has a special mission. Swords with special purposes automatically have intelligence and ego categories moved to the maximum score and they will gain an additional ability:

Law: The ability to paralize Chaotic opponents
Neutrality: Adds +1 to all saving throws
Chaos: The ability to disintegrate Lawful opponents

The special ability will only apply to those whom the sword has been endowed to destroy, or those serving such a creature.

Purposes:

Slay Magic-Users	Slay Fighting-Men	Defeat Law
Slay Clerics	Slay Monsters	Defeat Chaos

Thus a Lawfully endowed sword for the purpose of slaying (Chaotic) Magic-Users would paralyze magical types and their minions, but it would not use its paralization power on some wandering Giant. The general purpose swords, however, would use their powers to defeat any opponent of Lawful/Chaotic nature. Neutral special purpose swords will act against either Law or Chaos equally.

Special purpose swords will always be at their task, and any attempts by their users to go counter to them will cause an immediate influence check to be made.

SWORDS, DAMAGE BONUSES: The swords all receive bonuses as far as the probability of hitting an opponent is concerned, but some also gain a damage bonus when they do hit. These swords are those with a +2 or +3 against specific creatures, but not those with a general bonus of +2 or +3.

CHIMERAS: Combining the worst of many creatures, a Chimera has the forebody of a great cat, the hind quarters of a goat, dragon wings, and three heads. The goat's head can gore with its long and sharp horns, the lion's head can tear with its great fangs, and the dragon's head can either bite or breathe fire (but with a range of only 5"and but three dice damage).

WYVERNS: These monsters are relatives of Dragons, but they are smaller and have but two legs. A Wyvern hasn't the fearsome breath of a true Dragon, but they are equipped with a poisonous sting in their tail and poison enough to use it repeatedly. It is their primary defense, and they will use it two-thirds of the time (biting otherwise, die 5 or 6 indicates the latter). The tail is mobile and can be brought over the back to reach any opponent standing before its head.

DRAGONS: There are six varieties of Dragons, each with separate characteristics in particular and other things in common. The varieties will be dealt with first:

Dragon Type	Breath Weapon	Range & Shape	Hit Dice	Talking/Sleeping
White	Cold	8" x 3" cone	5-7	25% / 60%
Black	Acid	6" x 1/2" line	6-8	40% / 50%
Green	Chlorine Gas	5" x 4" cloud	7-9	55% / 40%
Blue	Lightning	10" x 1/2" line	8-10	70% / 30%
Red	Fire	9" x 3" cone	9-11	85% / 20%
Golden	Fire or Gas	(as applicable)	10-12	100% / 10%

Breath Weapons: The Dragon is able to use its breath but three times per day, so sometimes it will bite instead. To determine this simply roll two six-sided dice; a score of six or less indicates the Dragon will bite, but a seven or better indicates it will breathe.

Cone-shaped breath weapons originate from the mouth of the Dragon at 1/2" diameter.

Line-shaped breath weapons will travel in a straight line beginning at the height of the Dragon's head at the time it releases.

Cloud-shaped breath weapons extend from ground level to a height of 3".

Hit Dice: The number of dice is an indication of the size of the creature. Most will fall in the middle, but 20% will be small and 20% very large. The value of the hit dice, as well as the value of the breath weapon, will be subject to the maturity of the Dragon.

Maturity:

Die Roll to Determine	Description/Age	Value of Hit Dice and Breath Weapon
1	Very Young/1-5 years	1 per die
2	Young/6-15 years	2 per die
3	Sub-Adult/16-25 years	3 per die
4	Adult/26-75 years	4 per die
5	Old/76-100 years	5 per die
6	Very Old/100 + years	6 per die

Special Characteristics:

White Dragons will be found only in cold regions.

Black Dragons will be found only in swamps and marshes. If the Dragon can talk there is a 5% chance it can use magic, 1st level only.

Green Dragons frequent woods and forests. If the Dragon can talk there is a 10% chance it can use magic, 1st and 2nd level spells.

Blue Dragons are at home in the deserts and arid lands. There is a 15% chance that talking Blue Dragons can use magic spells of from the 1st and 2nd level.

Red Dragons inhabit mountainous and hilly regions. If the dragon can talk there is a 15% chance it can use magic, 1st through 3rd levels.

Golden Dragons are able to abide anywhere, as they are actually a class unto themselves. These monsters are by far the most intelligent of all their kind, and they are able to use magic. They can employ spells up to the 6th level, gaining one level for each of their stages of maturity, having one spell for each hit die they have. Golden Dragons are the only Dragons which are Lawful in nature although this exception is not noted on the Alignment table. They will often appear as human or in some other guise. They will not usually serve any character.

Attacking Dragons: Sleeping Dragons may be attacked with a free melee round by the attacker and +2 on hit dice for chances of hitting.

Certain weapons will be more or less effective than others against the various types of Dragons. This is indicated on the following chart, the number indicating the addition or subtraction for the probability of hitting as well as the amount of damage done.

Dragon Type	Attack by: Water	Fire*	Ltng.	Air**	Earth***
White	-1	+1	+1	—	-1
Black	+1	—	—	—	-1
Green	—	—	—	+1	—
Blue	-1	+1	-1	—	—
Red	+1	-1	—	-1	-1
Golden	—	—	—	—	—

*Includes attack by Efreet or Fire Elementals.
**Includes "whirlwind", Air Elemental, or Djinn attack.
***Attack by an Earth Elemental.

Subduing Dragons: Any attack may be to subdue rather than to kill, but this intent must be announced before melee begins. When intent to subdue is announced hits scored upon the Dragon are counted as subduing rather than killing points. Each round of melee the number of points scored in hits is ratioed over the total number the Dragon has (hit point total), the hits obtained being stated as a percentile of the total possible, i.e. 12%, 67%, etc. The percentile dice are then rolled to determine if the Dragon has been subdued. A roll equal to or less than the percentage of hits already obtained means the Dragon is subdued. For example:

Extraordinary Ability Table

Die Roll	Ability
01-10	Clairaudience
11-20	Clairvoyance
21-30	ESP
31-40	Telepathy
41-50	Telekenesis
51-59	Teleportation
60-68	X-Ray Vision
69-77	Illusion Generation
78-82	Levitation
83-87	Flying
88-92	Healing (1 point/6 turns or 6 points/day)
93-97	1 - 4 Times Normal Strength for 1 - 10 Turns Employable Once/Day
98-99	Take Two Rolls Ignoring Scores Over 97
00	Take Three Rolls Ignoring Scores Over 97

All Primary and Extraordinary functions are passed on to the sword user. Rolling the same Ability twice indicates it is twice normal strength, range, accuracy, etc.

Egoism: Only those swords Intelligence of 7 or more will have an Egoism rating. Egoism ranges from 1 - 12, the higher the number the greater the Ego of the sword. The Egoism of the sword will cause it to do the following:

1. Lead its user past better weapons,
2. Lead its user into great danger in order to exalt its role in combat,
3. Allow itself to be captured by a higher level creature/character which is closer to the sword's station,
4. Surrender itself to a creature/character of a lower level in order to exercise greater control over its user, and
5. Require a share of captured treasure be given to it in the form of better scabbards, jewel encrustation, or magical devices to guard it when not in use.

Whenever any situation arises where any of the above possibilities exists the Egoism of the sword comes into play. It is always exerted in its relationship with its user, although true rapport may be gained if the alignment and aims of the character/user coincide with the origin/purpose of the sword. The determination of each of these factors is as follows:

Influence of Egoism in Key Situations: The referee adds the Intelligence and the Egoism of the sword (from 8 - 24 factors), and adds an extra 1 for every Extraordinary Ability (from 1 - 4 if applicable). This total (8-28) is compared to the total of the character's Intelligence and Strength (6-36) modified by a variable based upon the physical state of the user. If the character is fresh and relatively free from damage (less than 10% damaged) from 1 - 6 points are added to his

Intelligence: There are two factors considered under Intelligence, mental power and communicative ability. These factors are both determined by a single die roll:

Intelligence (Die Roll)	Mental Power	Communicative Ability
1-6	None endowed	None*
7	One Primary Power	Empathy
8	Two Primary Powers	Empathy
9	Three Primary Power	Empathy
10	3 Primary and the ability to use Languages**	Speech
11	As 10 above but also Reads Magic	Speech
12	As 11 above but also has one Extraordinary Ability	Telepathy

*Although the sword cannot communicate it will endow its user with the powers it has, but these will have to be discovered by the user.

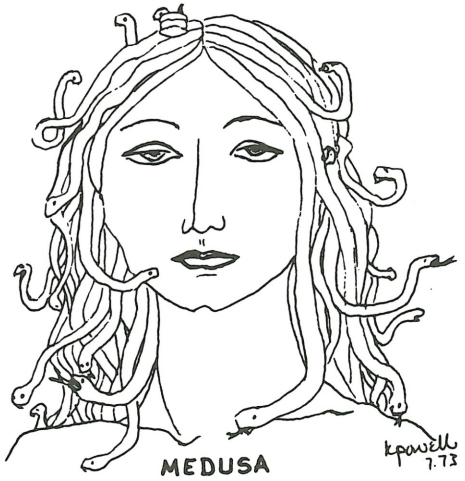
**The number of languages, in addition to the language of the alignment of the sword, is determined by a dice roll

Primary Powers

Dice Roll	Power
01-15	Note Shifting Walls & Rooms
16-30	Detect Sloping Passages
31-40	Locate Secret Doors
41-50	Detect Traps
51-60	See Invisible Objects
61-70	Detect Evil and/or Gold
71-80	Detect Meal & What Kind
81-90	Detect Magic
91-95	Detect Gems (# and Size)
96-99	Take two rolls ignoring scores over 95 except a score of 00
00	Roll on Extraordinaty Ability Table instead of this one

Languages Spoken

Dice Roll	#Languages
01-50	One
51-70	Two
71-85	Three
86-95	Four
90-99	Five
00	Take two rolls ignoring 00 if rolled again

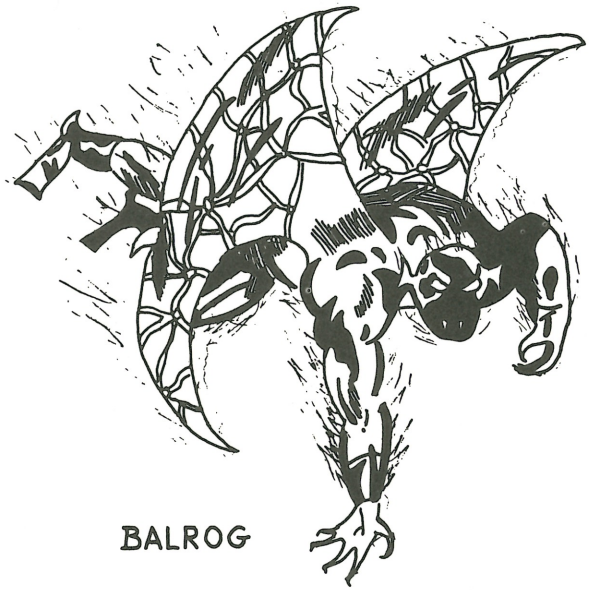


A "Very Old", 11 Hit Dice Red Dragon is encountered asleep in its cavernous lair. Three fighters creep in and strike to subdue. All three hit scoring respectively 2, 3, and 6 points, or 11 points total. 11 ratioed over 66 (the number of hit points the Dragon can absorb before being killed or in this case subdued) is 1/6th or 17%. The referee checks to determine if the Dragon is subdued and rolls over 17 on the percentile dice. The Dragon is not subdued, and a check is then made to see whether he will bite or use his breath weapon during the second melee round. The result indicates he will breathe. The attackers strike again and once more all hit for a total of 12 points. The Dragon breathes and as none make their saving throws the attackers are all killed for they take 66 points of damage from Dragon fire. Subsequently, the referee rolls 01 on the percentile dice (any roll up to 34 would have indicated success) indicating that the attackers survived they would have subdued the Red Dragon that turn.

Not more than eight man-sized creatures can attempt to subdue any one Dragon.

Value of Subdued Dragons: Subdued Dragons can be sold on the open market (going out of existence in the game) for from 500 to 1,000 Gold Pieces per hit point it can take. Thus, the Red Dragon in the above example would be worth from 33,000 to 66,000 Gold Pieces. Offers are determined by the referee merely by rolling a six-sided die to see if the offer will be 500 (die 1) 600 (die 2), etc. Gold Pieces. Of course the character or characters who subdued the Dragon could keep it in their own service or sell it to other players for whatever they could get.

Length of Subdual: A subdued Dragon will remain in that state until such time as an opportunity presents itself to escape or kill its master presents itself, but as long as the master is in a commanding position it will not attempt either course.



Two or More Dragons: If two Dragons are encountered they will be mated pair of at least the 4th age category. If three or four Dragons are encountered they will constitute a family group of a male, female and one or two young. The adults will be of the 4th or greater age category, the young of the 1st. If the young are attacked both parents will automatically use their breath weapons. If the female is attacked the male will attack at double value unless he is simultaneously attacked, and vice versa.

Dragon Treasure: Very Young and Young Dragons are unlikely to have acquired treasure. Sub-Adult Dragons will have about half the indicated treasure for Dragons. Very Old Dragons can have as much as twice the indicated amount.

BALROGS: Balrogs are highly intelligent monsters with a magical nature. There is a high probability that spells will not work against them. To determine success of spells use a base of 75% resistance at the 11th level and adjust upwards or downwards in 5% incriments, i.e. a 12th level Magic-User would have a 70% chance of resistance. Balrogs cannot be subdued, but they can be enlisted in the service of a strong chaotic character. There is, of course, always the possibility that the Balrog will attempt to assume command himself, for Chaotic creatures will generally obey a Balrog before a human (except for an Evil High Priest who is slightly more influential). Balrogs have those characteristics indicated in CHAINMAIL, but when fighting fantastic opponents they attack in two ways each turn: The normal attack is with a magical sword of +1 value, and if the Balrog immolates (any score of 7 or better on two six-sided dice, check each turn of melee) it also attacks with its whip. If the whip hits the Balrog drags the opponent against its flaming body, doing two, three or four dice of damage (depending on size)! In this manner a Balrog can fight one or two opponents at the same time.

GARGOYLES: As depicted in medieval architecture, the Gargoyle is a reptillian beast with horns, talons, fangs, bat-like wings, and often bipedal. They are hostile and generally (75%) attack with no provocation regardless of the fact that they may be attacking other Chaotic creatures. They are at least semi-intelligent, and usually can be relied upon to behave with forethought and planning. Only magical weapons/attacks affect Gargoyles.

LYCANTHROPES: There are four kinds of Lycanthropes with varying Armor Class, Movement, and Hit Dice. Only silver weapons or magical weapons/attacks affect Lycanthropes.

Type	Armor Class	Movement	Hit Dice	Alignment
Werewolf	5	15	4	Neutral/Chaos
Wereboar	4	12	4 + 1	Neutral/Chaos
Weretiger	3	12	5	Neutral/Chaos
Werebear	2	9	6	Law/Neutral

Groups of Lycanthropes are either packs or family packs. Packs are from 2-4. Family packs are from 5-8. Groups of from 8 to 20 are more likely to be packs (two-thirds) than several family packs (one-third).

A family pack will consist of two adults and the balance of young of varying age (one-half to nine-tenths grown). If the young are attacked the female adult will fight at triple value for four melee rounds, but thereafter drop to one-half value. If an adult female is attacked its mate in the family pack will fight at double value

MAGIC & TREASURE

Die Roll:	Map to -
1	#1 Treasure and #1 Magic
2	#2 Treasure and #1 Magic
3	#3 Treasure and #4 Magic
4	Map to #7 Treasure and #6 Magic (already there)
5	#5 Treasure and #4 Magic
6	Map to #1 Treasure and #1 Magic (already there)
7	#6 Treasure and #8 Magic
8	#8 Treasure and #7 Magic

NOTE: All items will be guarded by appropriate monsters. If the referee desires he can simply roll on the Dungeon Encounter Matrix, (see Vol. III) fifth or sixth level monster clauses.

EXPLANATIONS OF MAGIC ITEMS:

SWORDS: Among magic weaponry swords alone possess certain human (and superhuman) attributes, Swords have an alignment (Lawful, Neutral, or Chaotic), an Intelligence factor, and an egoism rating (as well as an optional determination of their origin/purpose). These determinations are made as follows:

Alignment: Roll percentage dice to determine alignment:

01 - 65	Sword is Lawful
66 - 90	Sword is Neutral
91 - 00	Sword is Chaotic

Note that the above percentages are reversed for the sword which has the ability to drain one life energy level (83 on the Sword Table). If the sword is Chaotic it effects the creatures in parentheses (Clerics, Pegasi, Hippogriffs, Rocs, Ents) rather than those stated before (Trolls and Undead).

If a character picks up a sword which is not of the same alignment as he, damage will be taken as follows:

Law – Chaos: 2 Dice (2-12 points)
Neutrality-Law/Chaos: 1 Die (1-6 Points)

If a non-player character is directed to take up a sword the damage will be only one-half that stated above, for the party is not acting as a free agent. Additionally, the sword might cause the one who took it up to be freed from a spell, change alignment, or otherwise gain powers which would remove them from the service of their former master.

In addition, if the Intelligence/Egoism of the sword (see below) is 6 or more points above that of the character who picks it up the sword will control the person, even causing him to become aligned as the sword is, and he will immediately act accordingly. This could mean, for example, that a hireling of a Lawful player-character ordered to pick up a Neutral sword and taken over by it would deliberately lie about its powers, while if the sword were Chaotic he would attack.

After determining Alignment the sword's Intelligence is checked.

32	Brazier Commanding Fire Elementals
33	Bowl Commanding Water Elementals
34-35	Efreet Bottle*
36-38	Displacer Cloak*
39-47	Elven Cloak and Boots*
48-52	Boots of Speed*
53-57	Boots of Levitation*
58-62	Boots of Traveling and Leaping*
63-67	Broom of Flying
68-72	Helm of Reading Magic and Languages*
73-75	Helm of Telepathy*
76	Helm of Teleportation
77-87	Helm of Chaos (Law)*
88	Flying Carpet*
89	Drums of Panic, 24" Range*
90	Horn of Blasting, 10" Range*
91-97	Gauntlets of Ogre Power*
98-99	Girdle of Giant Strength*
00	Mirror of Life Trapping

*Usable by all classes

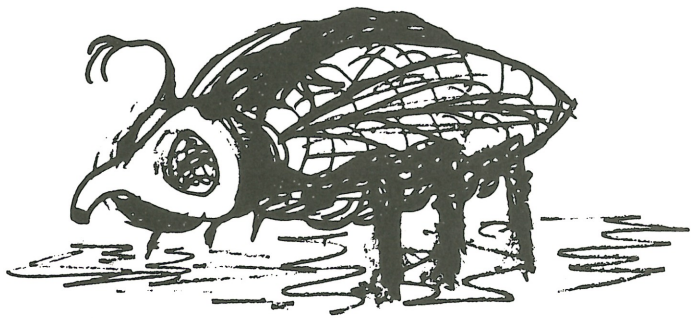
MAPS:

TREASURE

Die Roll: Map to -	
1	10,000-40,000 Silver
2	5,000-30,000 Gold
3	1 & 2 above
4	1 above +2-20 Gems
5	2 above +5-30 Gems
6	3 above +1-100 Gems
7	10-60 Gems, 2-20 Jewelry
8	3 & 7 above

MAGIC

Die Roll: Map to -	
1-3	Any 1 Item
4-5	Any 2 Items
6	3 Items, No Swords
7	4 Items, 1 a Potion
8	5 Items, 1 a Scroll & 1 a potion



thereafter. When adults are killed all young under nine-tenths grown will be subdued, those of nine-tenths growth will fight until dead. Anyone seriously wounded by Lycanthropes (assume about 50% of total possible damage) will be infected and himself become a similar Lycanthrope within 2-24 days unless they are given a Cure Disease spell by a Cleric.

PURPLE WORMS: These huge and hungry monsters lurk nearly everywhere just beneath the surface of the land. Some reach a length of 50 feet and a girth of nearly 10 feet diameter. There is a poisonous sting at its tail, but its mouth is the more fearsome weapon, for it is so large as to be able to swallow up to ogre-sized opponents in one gulp. Any hit which scores over 20% of the minimum total required to hit, or 100% in any case, indicates the Purple Worm has swallowed its victim. In six turns the swallowed creature will be dead. In twelve turns it will be totally digested and irrecoverable. Purple Worms never check morale and will always attack.

SEA MONSTERS: As a general rule these creatures are more for show than anything else. However, they could guard treasure. The typical Sea Monster of mythology is equal in size to a Purple Worm, and they work upwards from there to double or treble that size. The best guide is a book on prehistoric life forms, from which the referee can pick a number of suitable forms for his Sea Monster. Typically, hits from a Sea Monster would inflict 3 or 4 dice of damage.

MINOTAURS: The Minotaur is classically a bull-headed man (and all of us who have debated rules are well acquainted with such). Assume that they are above human size and are man-eaters. Minotaurs need never check morale. They will always attack. They will pursue as long as their prey is in sight.

CENTAURS: At worst these creatures are semi-intelligent, and therefore Centaurs will always carry some form of weapon: 50% of a group will carry clubs (equal to Morning Stars), 25% will carry lance-like spears, and the balance will be armed with bows (composite bow, foot-type). In Melee the Centaur will attack twice, once as a man and once as a medium horse. Centaurs will be found in hidden glens. It is there that both their females and young are and where their treasure is hidden. In the lair (glen) will be found from 1-6 additional males, females equal in number to twice the total number of males, and young equal to the number of males. Females are not generally armed and will not fight, and the young are also non-combatant, except in life-and-death situations.

UNICORNS: Only a maiden (in the strictest sense of the term) of pure and noble heart may approach the fierce and elusive Unicorn. Unicorns may be ridden by maiden-warriors and will obey them. Otherwise, they will avoid human contact, unless pressed. When attacking the Unicorn fights as a lance on its first charge and as spear and heavy horse thereafter. In addition Unicorns are very magical. They resist magic as if they were an 11th level Magic-User. They can sense the approach of enemies at 24". They are able to transport both themselves and their riders as if they were using a Dimension Door spell, up to the full 36" distance, once per day.

NIXIES: These water sprites are neutral in nature, but they will always seek to lure humans beneath the waters to enslave them for one year. For every 10 Nixies that appear there will be one Charm Person spell being cast at any person within 3" of their lair. Any charmed character will immediately proceed underwater and remain there until the year is up when he is freed. A Dispell Magic spell has a 75% chance of succeeding before the charmed character is immersed. Nixies are otherwise armed with daggers and javelins (6" throwing range). In the water they will

be accompanied by a school of the largest and fiercest fish living therein — probably muskie, pike, or gar — the size of the school being 10-100 fish. The fish will attack on command from the Nixies, but flame (such as a flaming sword) will keep the fish back but not the Nixies.

PIXIES: Air sprites as described in CHAINMAIL, Pixies can be made visible, or make themselves visible, but they are naturally invisible to human eyes. Therefore, they are able to attack while remaining generally invisible. They can be seen clearly only when a spell to make them visible is employed, although certain monsters such as Dragons and high-level fighters will be aware of their presence.

DRYADS: The beautiful tree sprites of mythology. Dryads are each a part of their own respective tree and will stay within 24" of their trees. They are shy and non-violent, but they have a powerful Charm Person spell with a +10% chance of succeeding, and anyone who approaches/follows a Dryad is likely (90%) to have the spell thrown at him. Anyone charmed by a Dryad will never return from the forest. Dryads have exact knowledge of the woods around them.

GNOMES: Slightly smaller than Dwarves, and with longer beards, these creatures usually inhabit the hills and lowland burrows as opposed to the mountainous homes which Dwarves choose. They are more reclusive than their cousins, but in all other respects resemble Dwarves.

DWARVES: Because of their relatively small size, clumsy monsters like Ogres, Giants and the like will have a difficult time hitting Dwarves, so score only one-half the usual hit points when a hit is scored. Any body of Dwarves will have one above average fighter for every 40 in the group, and to determine the level simply roll a six-sided die, the number of pips equalling the level of fighting of the dwarf. If in their lair the score will be adjusted so that 1 or 2 equals 3rd level, 3 or 4 equals 4th level and 5 or 6 equalling 5th and 6th levels respectively. For every level of fighting ability there will be a 10% chance that the dwarf will have a magic shield, magic armor, or a magic sword (die 1-4) or hammer (die 5,6). Unintelligent beasts may sometimes be used by Dwarves to form a part of their defenses (domesticated bears, wolves, or whatever at the referee's option). They are otherwise as outlined in CHAINMAIL.

ELVES: Elves are of two general sorts, those who make their homes in woodlands and those who seek the remote meadowlands. For every 50 Elves encountered there will be one of above-normal capabilities. Roll a four-sided die for level of fighting and a six-sided die for level of magical ability, treating any 1's rolled as 2's and 6's (magical level),as 5's. For every 100 encountered there will be a Hero/Warlock. One-half of the Elves in any given party will be bow armed, the other half will bear spears, and all will have swords in addition. Elves have the ability of moving silently and are nearly invisible in their gray-green cloaks. Elves armed with magical weapons will add one pip to dice rolled to determine damage, i.e. when a hit is scored the possible number of damage points will be 2-7 per die. Elves on foot may split-move and fire. Mounted Elves may not split-move and fire, for they are not naturally adapted to horseback.

ENTS: These tree-like creatures are encountered only in forests and woodlands. They have the ability to command plants like themselves, so if they are within 6" of a tree they may cause it to move 3" per turn, each commanding up to two trees in this manner. Although Lawful in nature, Ents are not prone to involve themselves in affairs which do not directly concern them.

*The referee must take extreme care in handling all Scrolls with an eye towards duping the players when a Curse Scroll is found. The curse takes effect immediately upon reading the Scroll; therefore having non-Curse Scrolls disappear on occasion if not identified will help to force reading of Curse Scrolls. To determine the type of curse use the table below:

Die Roll	Curse: (Range 3" diameter)
1 or 2	Any monster of the referee's choice
3 or 4	Disease, fatal in 3 turns unless healed
5 or 6	Polymorph to insect of referee's choice
7	Transportation 1,000 miles, random direction
8	Transportation to another planet

RINGS:

01-09	Invisibility	81-85	Protection, 5' r.
10-15	Mammal Control	86-90	Regeneration
16-21	Human Control	91-92	Djinn Summoning
22-30	Weakness	93-94	Telekenisis
31-39	Protection	95-96	X-Ray Vision
40-49	Three Wishes	97-98	Spell Turning
50-60	Delusion	99	Spell Storing
61-70	Water Walking	00	Many Wishes (4-24)
71-80	Fire Resistance		

WANDS AND STAVES (All wands usable by Magic-Users only):

01-15	Metal Detection	61-65	Polymorph
16-20	Enemy Detection	66-70	Negation
21-25	Magic Detection	71-80	Staff of Healing*
26-30	Secret Doors & Traps Detection	81-85	Staff of Commanding**
31-35	Illusion	86-90	Snake Staff*
36-40	Fear	91-95	Staff of Striking**
41-45	Cold	96-97	Staff of Withering*
46-50	Paralization	98-99	Staff of Power***
51-55	Fire Balls	00	Staff of Wizardry***
56-60	Lightning Bolts		

*Clerics only can employ
**Clerics and Magic-Users may employ
***Magic-Users only may employ

MISCELLANEOUS MAGIC:

01-04	Crystal Ball
05-06	Crystal Ball with Clairaudience
07	Crystal Ball with ESP
08-12	Medallion of ESP, 3" Range*
13-15	Medallion of ESP, 9" Range*
16-18	Amulet vs. Crystal Balls and ESP*
19-24	Scarab of Protection from Evil High Priests*
25-29	Bag of Holding*
30	Censor Controlling Air Elementals
31	Stone Controlling Earth Elementals

ARMOR:

01-30	Shield +1
31-60	Armor +1
61-75	Armor & Shield +1
76-83	Shield +2
84-90	Armor +2
91-97	Armor & Shield +2
98-00	Shield +3

MISCELLANEOUS WEAPONS:

01-25	10 Magic Arrows
26-40	3 - 30 Magic Arrows
41-55	Dagger +1 vs. Man-Sized Opponents, +2 vs. Goblins and Kobolds
56-60	Dagger +2 vs. Man-Sized Opponents, +3 vs. Orcs, Goblins and Kobolds
61-65	Magic Bow
66-70	Axe +1
71-80	Mace +2
81-85	War Hammer +1
86-89	War Hammer +2
90	War Hammer +3, 6" Throwing Range with Return
91-96	Spear +1
97-99	Spear +2
00	Spear +3

POTIONS:

01-04	Growth	49-52	Clairvoyance
05-08	Diminuation	53-55	Clairaudience
09-12	Giant Strength	56-60	Animal Control
13-16	Invisibility	61-64	Undead Control
17-20	Gaseous Form	65-68	Plant Control
21-24	Polymorph (Self)	69-72	Human Control
25-28	Speed	73-76	Giant Control
29-32	Levitation	77-80	Dragon Control*
33-36	Flying	81-84	Poison**
37-38	ESP	85-88	Invulnerability
39-40	Delusion	89-92	Fire Resistance
41-44	Healing	93-96	Treasure Finding
45-48	Longevity	97-00	Heroism

*Referee to roll to determine which of the six types of Dragons will be controlled.

**Referee will mislead by naming any of the other Potions, but if carefully questioned should give it a singular feature.

SCROLLS:

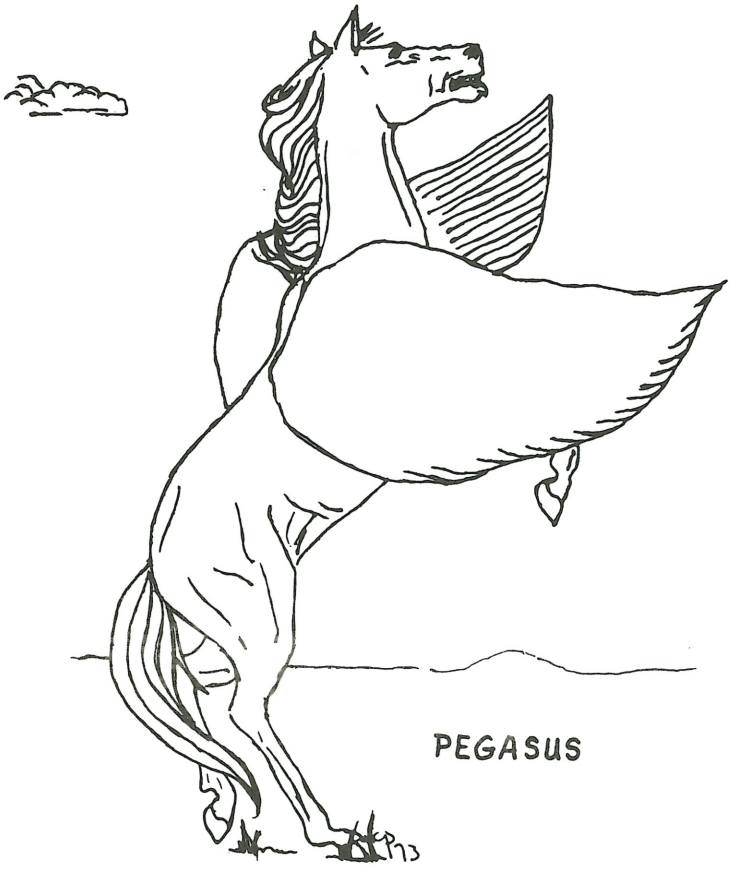
01-20	1 Spell	61-70	Protection: Lycanthropes
21-35	2 Spells	71-80	Protection: Undead
36-45	3 Spells	81-90	Protection: Elementals
46-50	7 Spells	91-00	Protection: Magic
51-60	1 Curse*		

There is a 25% chance that any scroll of spells found will contain those usable by clerics.

PEGASI: Winged horses are wild and shy, being most difficult to capture. They will serve only Lawful characters, and once captured Pegasi are the equal to any horse in battle, for they fight as heavy horses.

HIPPOGRIFFS: Although the name would imply a cross between the horse and the Griffon, the Hippogriff is another kind of beast entirely. They are fierce fighters, attacking with both their hooves and with their sharp beaks. They are otherwise similar to Pegasi in nature, although the two creatures do not herd together and will normally fight each other.

ROCS: This term has been used to encompass large and fierce birds such as the "Eagles" of Tolkein, but the Roc of mythology preys upon elephants! Therefore, the data given for Rocs is understood to be that for the small variety, and that for the largest Rocs should be doubled or even trebled. All Rocs nest high in the most inaccessible mountains, and if an encounter is made when Rocs are in their lair, that is their nest, there is a 50% chance there will be from 1-6 young therein (eggs, chicks, or fledglings). Young Rocs can be tamed and taught to serve as steeds. Adults are always hostile if there are young in the nest. Otherwise they will be positively hostile only to Chaos and Neutrality, ignoring (80%) or being friendly (20%) to Lawful characters who do not attempt to approach too close.



GRIFFONS: These creatures are the most prized of steeds, for they are swift, loyal, and fierce. However, they are fond of horse flesh above all other foods, so the two creatures cannot be mixed or even brought within 36" of each other. In their wild state Griffons will attack anyone nearby with little provocation, particularly if their lair is nearby.

INVISIBLE STALKERS: As previously noted (Vol. 1) these are monsters created by level 6 spells, uttered directly or from scrolls. They are faultless trackers. They follow continually until their mission is accomplished at which time they return to the non-dimension from whence they came. Until their mission is completed they will never vary, and must be destroyed by attack to be stopped, although a Dispell Magic spell will also work. The referee should note, however, that Invisible Stalkers resent missions which entail long periods of continuing service such as guarding a Magic-User for a month, a year, etc. They will then seek to fulfill the letter of their duties by perverting the spirit. For example: An Invisible Stalker is ordered to: "Guard me against all attack, and see that I come to no harm." In order to faithfully fulfill this endless duty the Invisible Stalker will have to take the Magic-User to its non-dimensional plane and place him in suspended animation, and assume this is accomplished whenever a 12 is rolled with two six-sided dice, checking either daily or weekly as the campaign progresses.

ELEMENTALS: There are four types of Elementals: Air, Earth, Fire, and Water. Each will be dealt with separately. There are variations of strength (hit dice) within all four types:

Conjured Elementals	16 Hit Dice
Device* Elementals	12 Hit Dice
Staff Elementals	8 Hit Dice

*Those from medallions, stones, gems, or bracelets.

Regardless of the strength of an Elemental, only one of each type can be brought into existence during any "day". Thus, if a character possessed a device to call up an Air Elemental, but before he could employ it an opponent conjured an Air Elemental, another could not be created until the next day. Only magical weapons/attacks affect Elementals.

Air Elementals: Air Elementals move only by flying, moving at a maximum rate of 36". When engaged in combat in the air they add +1 to damage scored from hits. They normally do one die roll of damage. They can turn into a whirlwind which will sweep all creatures under two hit dice away, the whirlwind being conical in shape, 3" diameter at the base, 6" diameter at the top, and as high as the number of hit dice possessed by the Elemental (16", 12" or 8"). Forming a whirlwind requires one full turn as does dissolving it.

Earth Elementals: Earth Elementals move but 6" per turn and can not cross water. However, when they hit they score damage with three dice (3-18 points) against any opponent which rests upon the earth, and they score two dice of damage against all other opponents. They have the effect of a super battering ram against walls, scoring damage as if they were striking an opponent (3-18 points)

Fire Elementals: Fire Elementals move up to 12" per turn. They score two dice of damage against all non-fire-using opponents, and one die -1 (2-7 hit points of damage) against fire-using opponents. They act as incendiaries when in contact with inflammable material. They cannot cross water. They are brought forth from flame of considerable heat, i.e. a large fire, lava pool, etc.

[1]Brigands will have only very important prisoners, 1/20 Brigands, while Bandits will have prisoners at a ratio of 1/10 Bandits. Both classes will carry Silver Pieces on their person, 2-20 each. Berserkers have neither. Cavemen have no treasure.

[2]Nomads will have prisoners at a rate of 1/25. They will have from 5-30 Silver Pieces each. Dervishes have neither.

[3]Pirates will have prisoners as do Bandits, and the same holds true for the Buccaneer/Bandit relationship. Pirates and Buccaneers will carry from 2-12 Gold Pieces each. Mermen have treasure only underwater in their "Lair".

NOTE: All Treasure is found only in those cases where the encounter takes place in the "Lair".

MAGIC/MAPS DETERMINATION TABLE:

Roll on 100% Dice

01 - 75 = Magic - -

Roll for each item found

76 - 00 = Map --

MAGIC ITEMS

Roll on 100% Dice	Item
01-20	Swords
21-35	Armor
36-40	Misc. Weapons
41-65	Potions
66-85	Scrolls
86-90	Rings
91-95	Wands/Staves
96-00	Misc. Magic

MAPS

Roll on 100% Dice	Item
01-60	Treasure Map
61-90	Magic Map
91-00	Magic & Treasure Map

SWORD

01-35	Sword +1
36-40	Sword +1, +2 vs Lycanthropes
41-45	Sword +1, +2 vs. Magic-Users and Enchanted Monsters
46-50	Sword +1, Locating Objects Ability
51-60	Sword +1, +3 vs. Trolls (Clerics)
61-65	Sword, Flaming: +1 +2 vs. Trolls (Pegasi, Hippogriffs, + Rocs) +3 vs. Undead (Ents)
66-70	Sword +1, Wishes Included (2-8 Wishes)
71-75	Sword +1, +3 vs. Dragons
76-78	Sword +2
79-80	Sword +2, Charm Person Ability
81-82	Sword +3
83	Sword, One Life Energy Draining Ability
84-00	Sword -2 (Cursed Sword)

Geletinous Cubes: Underground creatures of near complete transparency which fit exactly the typical corridor of a dungeon. Metal objects absorbed into them would be visible thereafter within their body. These monsters would be difficult to harm and have a large number of Hit Dice.

Robots, Golems, Androids: Self-explanatory monsters which are totally subjective as far as characteristics are concerned.

TREASURE TYPES:

Type	1000's of Copper	1000's of Silver	1000's of Gold	Gems and Jewelry *	Maps or Magic
A					
Land[1]	1-6:25%	1-6:30%	2-12:35%	6-36:50%	40%: any 3
Desert[2]	1-4:20%	1-4:25%	1- 6:30%	10-40:50%	60%: 3 magic
Water[3]	Nil	Nil	5-30:60%	10-60:60%	50%: 1 map
B	1-8:50%	1-6:25%	1- 3:25%	1- 6:25%	10%:Weapon, Armor, or misc. weapon
C	1-12:20%	1-4:30%	Nil	1- 4:25%	10%: any 2
D	1-8:10%	1-12:15%	1- 6:60%	1- 8:30%	20%: any 2+ 1 Potion
E	1-10:05%	1-12:30%	1- 8:25%	1-10:10%	30%: any 3+ 1 Scroll
F	Nil	2-20:10%	1-12:45%	2-24:20%	35%: no weapons, any other 3+ 1 Potion and 1 Scroll
G	Nil	Nil	10-40:75%	3-18:25% 1-10:25%	40%: any 4+ 1 Scroll
H	3-24:25%	1-100:50%	10-60:75%	1-100:50% 10-40:50%	20%: any 4 + 1 Potion and 1 Scroll
I	Nil	Nil	Nil	2-16:50%	20%: any 1

*Roll for each category (Gems and Jewelry), probability shown if different for either category.

Water Elementals: Water Elementals are generally confined to water, being able to move only 6" from such a body of liquid. They move at a rate of 18" per turn in water, 6" outside water. In water they do damage equal to two dice, while out of water they do but one die of damage when meleeing. Water Elementals can only be brought forth from a considerable body of water, i.e. a pond, stream, or larger body of water.

All elementals must be controlled at all times by the persons who have called them forth. Failure to control any elemental will result in its turning upon the one who called it up and attacking. The returning/attacking Elemental will move directly toward the one who summoned it, attacking anything that gets in its path as it returns. Note that once control is lost it can never be re-established. Control consists merely of the summoner maintaining undivided attention upon the Elemental; and being attacked, moving, or any other action will tend to break this concentration.

No Elemental may be hit by normal men unless magically armed.

DJINN: All Djinn are aerial creatures and have not the powers typically credited to them in fairy tales. They fight as Giants with a -1 as far as damage is concerned, thus doing from 1-11 points of damage when hitting. They can carry up to 6,000 Gold Pieces in weight, walking or flying (the latter for short periods only). They can create food which is nutritionally sound. They can create drinkable beverages. They can create soft goods and wooden objects of permanence, but metallic items last but a short time when created by them (the harder the metal the shorter its life), so that Djinn-Gold lasts but one day. They can create illusions which will remain until dispelled by touch or magic, and they need not concentrate upon the illusions to maintain them. They can form a whirlwind 1" base diameter, 2" top diameter, and 3" in height which otherwise is like that of an Air Elemental. Djinn are also able to become invisible or assume gaseous form.

EFREET: These creatures are similar to the Djinn, but their basis is in fire and they tend to be Chaotic. Their fabled home is the City of Brass. They are enemies of the Djinn. The Efreet are otherwise like Djinn, with damage scored equal to that done by a Giant (two dice, 2-12 points), and they can carry up to 10,000 Gold Pieces weight. In addition they can create a Wall of Fire and they can become incendiaries. They will serve for 1001 days.

OCHRE JELLY: The clean-up crew includes Ochre Jelly and similar weird monsters. Ochre Jelly is a giant amoeba which can be killed by fire or cold, but hits by weaponry or lightening bolts will merely make them into several smaller Ochre Jellies. Ochre Jelly does not affect stone or metal, but it does destroy wood, and it causes one die of damage per turn it is in contact with exposed flesh. It seeps through small cracks easily.

BLACK (or GRAY) PUDDING: Another member of the clean-up crew and nuisance monster, Black Puddings are not affected by cold. It is spread into smaller ones by chops or lightening bolts, but is killed by fire. Black Puddings dissolve wood, corrode metal at a reasonably fast rate, have no effect on stone, and cause three dice of damage to exposed flesh. If an armored character runs through a Black Pudding the monster's corrosive power will eat away the foot and leg protection of the armor so that it will fall-away next turn. Black Puddings can pass through fairly small openings, and they can travel as easily on ceilings as on floors.

GREEN SLIME: A non-mobile hazard, Green Slime can be killed by fire or cold, but it is not affected by lightening bolts or striking by weapons. It eats away wood and metal but not stone. Green Slime sticks to flesh and penetrates it in one turn, thereafter turning the flesh into Green Slime. Green Slime cannot be scraped off, so when it contacts something the item must be discarded or excised in some way. A Cure Disease spell will also serve to kill and remove Green Slime, even when it is contact with flesh.

GRAY OOZE: A seeping horror which closely resembles wet stone and is thus difficult to detect. It will not be spread by non-harmful weapons, but it is subject only to lightening bolts or cuts and chops by weaponry, for it is impervious to cold or fire. It does not harm wood or stone, but it corrodes metal at the same rate that Black Pudding does. It does two dice of damage to exposed flesh for every turn it is in contact with it.

YELLOW MOLD: A deadly underground fungus which can be exterminated only by fire. It attacks wood and flesh — doing one die of damage if it contacts exposed skin — but does no harm to metal or stone. However, its worst threat is its spores. Rough contact with Yellow Mold will have a 50% chance of causing it to break and send forth clouds of asphyxiating spores in a 1" x 1" cloud. Any creatures within the spore cloud must make saving throws as if they had been exposed to poison, and failure to make saving throws results in death for the parties concerned.

HORSES: As explained in CHAINMAIL, war horses melee. The other characteristics of Horses (and Mules) are:

	Maximum Load in Gold Pieces Weight:
Light Horse:	3,000
Medium Horse:	3,750
Heavy Horse:	4,500
Draft Horse:	4,500
Mules	3,500

Horses and Mules are panic-stricken by raging fire and strange smells, although those trained for battle are not nearly so likely to be affected. Only mules are agile enough to be taken in dungeons.

INSECTS OR SMALL ANIMALS: These can be any of a huge variety of creatures such as wolves, centipedes, snakes and spiders. Any hit will kill the smaller, while larger beasts (such as wolves) will receive one Hit Die. Generally speaking they will be Armor Class 8.

LARGE INSECTS OR ANIMALS: This category includes giant ants and prehistoric monsters. Armor Class can be anything from 8 to 2. Hit Dice should range from 2 to anywhere near 20, let us say, for a Tyrannasaurus Rex. Also included in this group are the optionally usable "Martian" animals such as Apts. Banths, Thoats, etc. If the referee is not personally familiar with the various monsters included in this category the participants of the campaign can be polled to decide all characteristics. Damage caused by hits should range between 2-4 dice (2-24 points).

OTHER MONSTERS: There is no practical limitation to the variety of monsters possible. In the campaigns associated with the play-testing of these rules there have either appeared or been postulated such creatures as:

Titans: Giants with limited magical abilities.

Cyclopeses: Super-strength Giants with poor depth perception.

Juggernauts Huge stone statues on wheels which crush anything in their path. They are motivated by some unearthly force.

Living Statues: Various stone and metal monsters which come to life if trespass into a certain area is made. One of these monsters was iron, impervious to all weapons save two special ones he guarded, had a fiery breath, poison sword, and a whip of Cockatrice feathers which turned the thing struck by it to stone.

Salamanders: Free-willed Fire Elementals of somewhat limited power, in reptilian shape.

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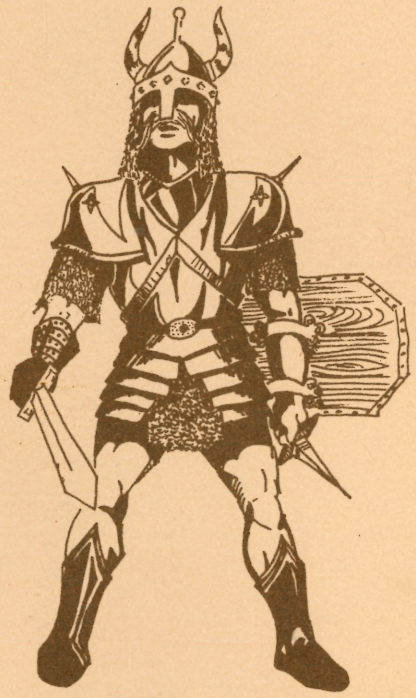

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DUNGEONS & DRAGONS

VOLUME 1

MEN & MAGIC

BY
GARY GYGAX & DAVE ARNESON

Dedicated to all the fantasy wargamers who have enthusiastically played and expanded upon the CHAINMAIL Fantasy Rules, with thanks and gratitude. Here is something better! Special thanks to the Midwest Military Simulation Association, the Lake Geneva Tactical Studies Association, Rob Kuntz and Tom Keogh (in memorium).

INQUIRIES REGARDING RULES SHOULD BE ACCOMPANIED BY A STAMPED RETURN ENVELOPE AND SENT TO TACTICAL STUDIES RULES, POB 756, LAKE GENEVA, WISCONSIN 53147

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and drive creatures with less than three hit dice off in rout. The dimensions of the Insect Plague are 36 square inches. Duration: 1 game day. Range: 48". (Note: This spell is effective only above ground.)

Create Food: A spell with which the Cleric creates sustenance sufficient for a party of a dozen for one game day. The quantity doubles for every level above the 8th the Cleric has attained.

Note: There are Anti-Clerics (listed below) who have similar powers to Clerics. Those Clerical spells underlined on the table for Cleric Spells have a reverse effect, all others functioning as noted. The chief exception is the Raise Dead spell which becomes:

> **The Finger of Death:** Instead of raising the dead, this spell creates a "death ray" which will kill any creature unless a saving throw is made (where applicable). Range: 12". (A Cleric-type may use this spell in a life-or-death situation, but misuse will immediately turn him into an Anti-Cleric.)

Anti-Clerics: Evil Acolyte, Evil Adept, Shaman, Evil Priest, Evil Curate, Evil Bishop, Evil Lama, Evil High Priest.

MAGICAL RESEARCH:

Both Magic-Users and Clerics may attempt to expand on the spells listed (as applicable by class). This is a matter of time and investment. The level of the magic required to operate the spell (determination by referee) dictates the initial investment. Investment for 1st level is 2,000 Gold Pieces, 2nd level is 4,000 Gold Pieces, 3rd level is 8,000 Gold Pieces, 4th level is 16,000 Gold Pieces, 5th level is 32,000 Gold Pieces, and 6th level is 64,000 Gold Pieces. The time required is one week per spell level. For every amount equal to the basic investment spent there is a 20% chance of success, cumulative. An investment of 10,000 Gold Pieces in order to develop new 1st level spell, for example, has a 100% chance of success after one game week.

The level of the spell researched must be consistent with the level of the Magic-User or Cleric involved, i.e. the character must be able to use spells equal to or above the level of the one he desires to create.

Once a new spell is created the researcher may include it in the list appropriate to its level. He may inform others of it, thus enabling them to utilize it, or he may keep it to himself.

BOOKS OF SPELLS:

Characters who employ spells are assumed to acquire books containing the spells they can use, one book for each level. If a duplicate set of such books is desired, the cost will be the same as the initial investment for research as listed above, i.e. 2,000, 4,000, 8,000, etc. Loss of these books will require replacement at the above expense.

FORWARD

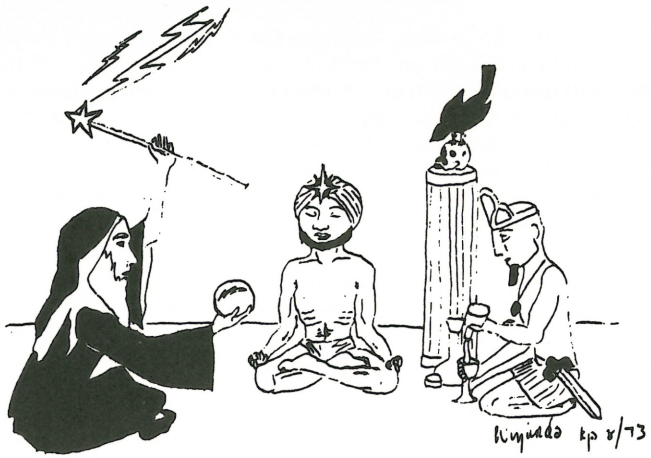
ONCE UPON A TIME, long, long ago there was a little group known as the Castle and Crusade Society. Their fantasy rules were published, and to this writer's knowledge, brought about much of the current interest in fantasy wargaming. For a time the group grew and prospered, and Dave Arneson decided to begin a medieval fantasy campaign game for his active Twin Cities club. From the map of the "land" of the "Great Kingdom" and environs – the territory of the C & C Society – Dave located a nice bog wherein to nest the weird enclave of "Blackmoor", a spot between the "Great Kingdom" and the fearsome "Egg of Coot". From the CHAINMAIL fantasy rules he drew ideas for a far more complex and exciting game, and thus began a campaign which still thrives as of this writing! In due course the news reached my ears, and the result is what you have in your hands at this moment. While the C & C Society is no longer, its spirit lives on, and we believe that all wargamers who are interested in the medieval period, not just fantasy buffs, will enjoy playing DUNGEONS and DRAGONS. Its possibilities go far beyond any previous offerings anywhere!

While it is possible to play a single game, unrelated to any other game events past or future, it is the campaign for which these rules are designed. It is relatively simple to set up a fantasy campaign, and better still, it will cost almost nothing. In fact you will not even need miniature figures, although their occasional employment is recommended for real spectacle when battles are fought. A quick glance at the Equipment section of this booklet will reveal just how little is required. The most extensive requirement is time. The campaign referee will have to have sufficient time to meet the demands of his players, he will have to devote a number of hours to laying out the maps of his "dungeons" and upper terrain before the affair begins. The third booklet of this set will be of great help in this respect, for a number of helpful suggestions regarding how to accomplish it all have been given in order to help you accomplish the task with a minimum of time and effort. There should be no want of players, for there is unquestionably a fascination in this fantasy game – evidenced even by those who could not by any stretch of the imagination be termed ardent wargamers. The longevity of existing campaigns (notably "Blackmoor" in the Twin Cities and "Greyhawk" in Lake Geneva) and the demand for these rules from people outside these campaigns point towards a fantastic future. Tactical Studies Rules believes that of all forms of wargaming, fantasy will soon become the major contender for first place. The section of this booklet entitled Scope will provide an idea of just how many possibilities are inherent in DUNGEONS and DRAGONS.

These rules are strictly fantasy. Those wargamers who lack imagination, those who don't care for Burroughs' Martian adventures where John Carter is groping through black pits, who feel no thrill upon reading Howard's Conan saga, who do not enjoy the de Camp & Pratt fantasies or Fritz Leiber's Fafhrd and the Gray Mouser pitting their swords against evil sorceries will not be likely to find DUNGEONS and DRAGONS to their taste. But those whose imaginations know no bounds will find that these rules are the answer to their prayers. With this last bit of advice we invite you to read on and enjoy a "world" where the fantastic is fact and magic really works!

E. Gary Gygax
Tactical Studies Rules Editor

1 November 1973
Lake Geneva, Wisconsin



INTRODUCTION:

These rules are as complete as possible within the limitations imposed by the space of three booklets. That is, they cover the major aspects of fantasy campaigns but still remain flexible. As with any other set of miniatures rules they are guidelines to follow in designing your own fantastic-medieval campaign. They provide the framework around which you will build a game of simplicity or tremendous complexity — your time and imagination are about the only limiting factors, and the fact that you have purchased these rules tends to indicate that there is no lack of imagination — the fascination of the game will tend to make participants find more and more time. We advise, however, that a campaign be begun slowly, following the steps outlined herein, so as to avoid becoming too bogged down with unfamiliar details at first. That way your campaign will build naturally, at the pace best suited to the referee and players, smoothing the way for all concerned. New details can be added and old "laws" altered so as to provide continually new and different situations. In addition, the players themselves will interact in such a way as to make the campaign variable and unique, and this is quite desirable.

If you are a player purchasing the DUNGEONS and DRAGONS rules in order to improve your situation in an existing campaign, you will find that there is a great advantage in knowing what is herein. If your referee has made changes in the rules and/or tables, simply note them in pencil (for who knows when some flux of the cosmos will make things shift once again!), and keep the rules nearby as you play. A quick check of some rule or table may bring hidden treasure or save your game "life".

Men & Magic (Vol. 1) details what characters can be played, potentials, limitations, and various magical spells. **Monsters & Treasure** (Vol. II) describes the beasts and creatures which will be encountered, as well as the kind and amount of treasure they are likely to guard, including magical items. Finally, **The Underworld & Wilderness Adventures** (Vol. III) tells how to set up and actually play the campaign. It is presented last in order to allow the reader to gain the perspective necessary — the understanding of the two preceeding booklets. Read through the entire work in the order presented before you attempt to play.

4th Level:

Neutralize Poison: A spell to counter the harmful effects of poison. Note that it will not aid a character killed by poison, however. It will affect only one object. Duration: 1 turn.

Cure Serious Wounds: This spell is like a Light Wound spell, but the effects are double, so two dice are rolled and one pip is added to each die. Therefore, from 4 to 14 hit points will be removed by this spell.

Protection from Evil, 10' radius: This spell is the same as that for Magic-Users.

Turn Sticks to Snakes: Anytime there are sticks nearby a Cleric can turn them into snakes, with a 50% chance that they will be poisonous. From 2-16 snakes can be conjured (roll two eight-sided dice). He can command these conjured snakes to perform as he orders. Duration: 6 turns. Range 12".

Speak with Plants: This spell allows the Cleric to speak with all forms of plant life, understanding what they say in reply. Plants so spoken to will obey commands of the Cleric, such as part to allow a passage and so on. This spell does not give the Cleric the power to command trees as Ents do. Duration: 6 turns. Range: 3".

Create Water: By means of this spell the Cleric can create a supply of drinkable water sufficient for a party of a dozen men and horses for one day. The quantity doubles for every level above the 8th the Cleric has attained.

5th Level:

Dispell Evil: Similar to a Dispell Magic spell, this allows a Cleric to dispell any evil sending or spell within a 3" radius. It functions immediately. Duration: 1 turn.

Raise Dead: The Cleric simply points his finger, utters the incantation, and the dead person is raised. This spell works with men, elves, and dwarves only. For each level the Cleric has progressed beyond the 8th, the time limit for resurrection extends another four days. Thus, an 8th level Cleric can raise a body dead up to four days, a 9th level Cleric can raise a body dead up to eight days, and so on. Naturally, if the character's Constitution was weak, the spell will not bring him back to life. In any event raised characters must spend two game weeks time recuperating from the ordeal.

Commune: A spell which puts the Cleric in touch with the powers "above" and asks for help in the form of answers to three questions. Communing is allowed but once each week) maximum; referee's option as to making less frequent). Veracity and knowledge should be near total. Once per year a special communing should be allowed wherein the Cleric can ask double the number of questions.

Quest: This is similar to the Geas, except that the character sent upon a Quest by the Cleric is not killed by failure to carry out the service. However, the Cleric may curse him with whatever he desires for failure, and the referee should decide if such a curse will take effect if the character ignores the Quest, basing the effectiveness of the curse on the phrasing of it and the alignment and actions of the character so cursed.

Insect Plague: By means of this spell the Cleric calls to him a vast cloud of insects and sends them where he will, within the spell range. They will obscure vision

Hold Person: This spell is the same as that for Magic-Users except that its duration is 9 turns and its range 18".

Bless: During any turn the prospective recipients of a Bless spell are not in combat the Cleric may give them this benison. A blessing raises morale by +1 and also adds +1 to attack dice. The spell lasts six turns.

Speak with Animals: This spell allows the Cleric to speak with any form of animal life, understanding what they say in reply. There is a possibility that the animal(s) spoken with will perform services for the Cleric, and they will never attack the party the Cleric is with. (The manner of handling the probabilities of action by animals is discussed in the next volume). Duration: 6 turns. Range: 3".

3rd Level:

Remove Curse: This spell is the same as that for Magic-Users.

Cure Disease: A spell which cures any form of disease. The spell is the only method to rid a character of a disease from a curse, for example.

Locate Object: This spell is the same as that for Magic-Users, except that the base range is 9".

Continual Light: This spell is the same as that for Magic-Users, except that the light shed is equal to full daylight.

SCOPE:

With the various equippage listed in the following section DUNGEONS and DRAGONS will provide a basically complete, nearly endless campaign of all levels of fantastic-medieval wargame play. Actually, the scope need not be restricted to the medieval; it can stretch from the prehistoric to the imagined future, but such expansion is recommended only at such time as the possibilities in the medieval aspect have been thoroughly explored. The use of paper, pencil and map boards are standard. Miniature figures can be added if the players have them available and so desire, but miniatures are not required, only esthetically pleasing; similarly, unit counters can be employed — with or without figures — although by themselves the bits of cardboard lack the eye-appeal of the varied and brightly painted miniature figures.

Age Level: 12 years and up.

Number of Players: At least one referee and from four to fifty players can be handled in any single campaign, but the referee to player ratio should be about 1:20 or thereabouts.

RECOMMENDED EQUIPMENT:

Dungeons and Dragons (you have it!)

Outdoor Survival (available from your hobby dealer or directly from Avalon Hill Company, 4517 Harford Road, Baltimore MD 21214)

Dice — the following different kinds of dice are available from TSR

1 pair 4-sided dice
1 pair 8-sided dice
4 to 20 pairs 6-sided dice
1 pair 20-sided dice
1 pair 12-sided dice

Chainmail miniature rules, latest edition (available from your hobby dealer or directly from TSR Hobbies, POB 756, Lake Geneva, Wi. 53147)

1 3-Ring Notebook (referee and each player)

Graph Paper (6 lines per inch is best)

Sheet Protectors (heaviest possible)

3-Ring Lined Paper

Drafting Equipment and Colored Pencils

Scratch Paper and Pencils

Imagination

1 Patient Referee

Players

PREPARATION FOR THE CAMPAIGN:

The referee bears the entire burden here, but if care and thought are used, the reward will more than repay him. First, the referee must draw out a minimum of half a dozen maps of the levels of his "underworld", people them with monsters of various horrid aspect, distribute treasures accordingly, and note the location of the latter two on keys, each corresponding to the appropriate level. This operation will be more fully described in the third volume of these rules. When this task is completed the participants can then be allowed to make their first descent into the dungeons beneath the "huge ruined pile, a vast castle built by

generations of mad wizards and insane geniuses". Before they begin, players must decide what role they will play in the campaign, human or otherwise, fighter, cleric, or magic-user. Thereafter they will work upwards – if they survive – as they gain "experience". First, however, it is necessary to describe fully the roles possible.

CHARACTERS:

There are three (3) main classes of characters:

Fighting-Men
Magic-Users
Clerics

Fighting Men includes the characters of elves and dwarves and even hobbits. **Magic-Users** includes only men and elves. **Clerics** are limited to men only. All non-human players are restricted in some aspects and gifted in others. This will be dealt with in the paragraphs pertaining to each non-human type.

Fighting-Men: All magical weaponry is usable by fighters, and this in itself is a big advantage. In addition, they gain the advantage of more "hit dice" (the score of which determines how many points of damage can be taken before a character is killed). They can use only a very limited number of magical items of the non-weaponry variety, however, and they can use no spells. Top-level fighters (Lords and above) who build castles are considered "Barons", and as such they may invest in their holdings in order to increase their income (see the INVESTMENTS section of Volume III). Base income for a Baron is a tax rate of 10 Gold Pieces/inhabitant of the barony/game year.

Magic-Users: Top level magic-users are perhaps the most powerful characters in the game, but it is a long, hard road to the top, and to begin with they are weak, so survival is often the question, unless fighters protect the low-level magical types until they have worked up. The whole plethora of enchanted items lies at the magic-users beck and call, save the arms and armor of the fighters (see, however, Elves); Magic-Users may arm themselves with daggers only. Wizards and above may manufacture for their own use (or for sale) such items as potions, scrolls, and just about anything else magical. Costs are commensurate with the value of the item, as is the amount of game time required to enchant it.

Anti-Magic Shell: A field which surrounds the Magic-User and makes him totally impervious to all spells. It also prevents any spells from being sent through the shell by the Magic-User who conjured it. Duration: 12 turns.

Death Spell: An incantation which kills from 2-16 creatures with fewer than seven hit dice. The creatures must be within an area of 6" x 6" to come under the spell. Range: 24".

Geas: A spell which forces the recipient to perform some task (as desired by the Magic-User casting the Geas). Any attempt to deviate from the performance of the task will result in weakness, and ignoring the Geas entirely brings death. The referee must carefully adjudicate the casting and subsequent performance of the geased individual when this spell is used. Duration: Until the task is completed. Range: 3".

Disintegrate: This spell will cause material of any kind – other than that of a magical nature – to Disintegrate. It will blast a tree, dragon (if it fails to make its saving throw against magic), wall section, or whatever. Range: 6"

Move Earth: When above ground the Magic-User may utilize this spell to move prominences such as hills or ridges. The spell takes one turn to go into effect. The terrain affected will move at the rate of 6" per turn. Duration: 6 turns. Range 24".

Control Weather: The Magic-User can perform any one of the following weather control operations with this spell: Rain, Stop Rain, Cold Wave, Heat Wave, Tornado, Stop Tornado, Deep Clouds, Clear Sky.

Clerics:

1st Level:

Cure Light Wounds: During the course of one full turn this spell will remove hits from a wounded character (including elves, dwarves, etc.). A die is rolled, one pip added, and the resultant total subtracted from the hits points the character has taken. Thus from 2-7 hit points of damage can be removed.

Purify Food & Water: This spell will make spoiled or poisoned food and water usable. The quantity subject to a single spell is approximately that which would serve a dozen people.

Detect Magic: This spell is the same as that for Magic-Users.

Detect Evil: This spell is the same as that for Magic-Users except that it has a duration of 6 turns and a range of 12".

Protection from Evil: This spell is the same as that for Magic-Users except that it lasts for 12 turns.

Light: This spell is the same as that for Magic-Users, except that it has a basic duration of 12 turns.

2nd Level:

Find Traps: By means of this spell the Cleric will locate any mechanical or magical traps within a radius of 3". The spell lasts 2 turns.

If a Magic-User goes insane, he will remain so for a number of weeks equal to the number of the plane he was attempting to contact, the strain making him totally incapacitated until the time has elapsed. For each level above the 11th, Magic-Users should have a 5% better chance of retaining their sanity. The spell is usable only once every game week (referee's option).

Pass-Wall: A spell which opens a hole in a solid rock wall, man-sized and up to 10' in length. Duration: 3 turns. Range: 3".

Cloudkill: This spell creates a moving, poisonous cloud of vapor which is deadly to all creatures with less than five hit dice. Movement: 6"/turn according to wind direction, or directly away from the spell caster if there is no wind. Dimensions: 3" diameter. Duration: 6 turns, but the cloud is dispelled by unusually strong winds or trees. Note that the cloud is heavier than air, so it will sink to the lowest possible level.

Feeblemind: A spell usable only against Magic-Users, it causes the recipient to become feeble-minded until the spell is countered with a Dispell Magic. Because of its specialized nature the Feeblemind spell has a 20% better chance of success, i.e. lowers the Magic-Users saving throw against magic by 4, so that if normally a 12 or better were required to save against magic, a 16 would be required against a Feeblemind. Range: 24".

Growth of Animals: A spell which will cause from 1-6 normal-sized animals (not merely mammals) to grow to giant-size with proportionate attack capabilities. Duration: 12 turns. Range 12".

6th Level:

Stone to Flesh: This spell turns stone to flesh, and it is reversable, so as to turn flesh to stone. It is particularly useful in reviving characters who have been "stoned" by some monster. It is permanent unless a reversed spell is used. Range: 12".

Reincarnation: A spell to bring a dead character back to life in some other form. The form in which the character is Reincarnated is dependent upon his former alignment (Law, Neutrality or Chaos). Use a random determination on the Character Alignment table, and whatever the result is, the reincarnated character is that creature and must play as it. If he comes back as a man, determine which class, and roll a six-sided die to determine which level in that class,and similarly check level for reincarnation as an elf or dwarf.

Invisible Stalker: The conjuration of an extra-dimensional monster which can be controlled with merely a word from the Magic-User who conjured him. The Invisible Stalker will continue on its mission until it is accomplished, regardless of time or distance. They cannot be dispelled once conjured, except through attack. Details of the Invisible Stalker itself will be found in the next volume.

Lower Water: Utterance of this spell causes the water level in a river or similar body of liquid to drop 50% of its depth for ten turns. Range: 24".

Part Water: A spell which will part water up to 10' deep for a maximum of six turns. Range: 12".

Projected Image: By means of this spell the Magic-User projects an image of himself up to 24" away, and all spells and the like used thereafter appear to originate from the Projected Image. Duration: 6 turns. Range: 24".

Examples of costs are:

Item	Cost
Scroll of Spells	100 Gold Pieces/Spell/Spell Level/Week (a 5th level spell would require 500 GP and 5 weeks.)
Potion of Healing	250 Gold Pieces + 1 week
Potion of Giant Strength	1,000 Gold Pieces + 4 weeks
Enchanting 20 Arrows	1,000 Gold Pieces + 4 weeks
Enchanting Armor to +1	2,000 Gold Pieces + 2 months
Wand of Cold	10,000 Gold Pieces + 6 months
X-Ray Vision Ring	50,000 Gold Pieces + 1 year

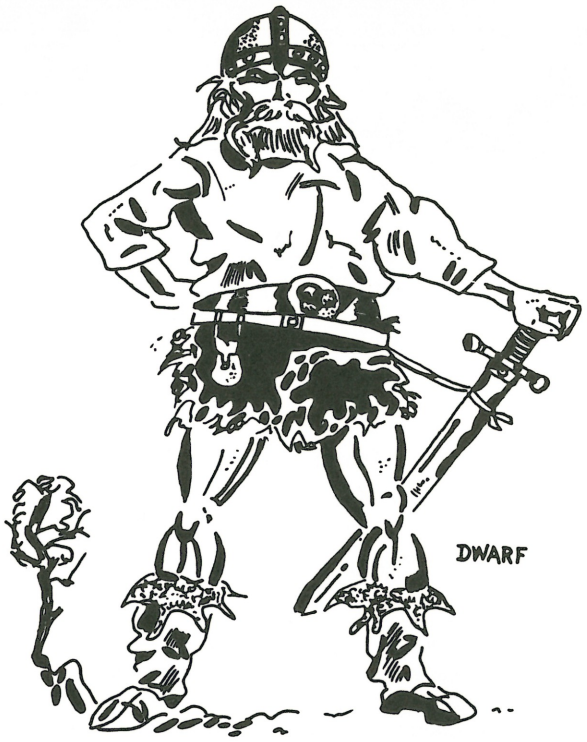
Research by magical types can be done at any level of experience, but the level of magic involved dictates the possibility of success, as well as the amount of money necessary to invest. Assume that a Magic-User can use a 4th level spell (explained later), therefore he could develop a new spell provided it was equal to or less than 4th level. All this will be explained fully in the section dealing with SPELLS.

Clerics: Clerics gain some of the advantages from both of the other two classes (Fighting-Men and Magic-Users) in that they have the use of magic armor and all non-edged magic weapons (no arrows!), plus they have numbers of their own spells. In addition, they are able to use more of the magical items than are the Fighting-Men. When Clerics reach the top level (Patriarch) they may opt to build their own stronghold, and when doing so receive help from "above". Thus, if they spend 100,000 Gold Pieces in castle construction, they may build a fortress of double that cost. Finally, "faithful" men will come to such a castle, being fanatically loyal, and they will serve at no cost. There will be from 10-60 heavy cavalry, 10-60 horsed crossbowmen ("Turcopole"-type), and 30-180 heavy foot.

Note that Clerics of 7th level and greater are either "Law" or "Chaos", and there is a sharp distinction between them. If a Patriarch receiving the above benefits changes sides, all the benefits will immediately be removed!

Clerics with castles of their own will have control of a territory similar to the "Barony" of fighters, and they will receive "tithes" equal to 20 Gold Pieces/Inhabitant/year.

Dwarves: Dwarves may opt only for the fighting class, and they may never progress beyond the 6th level (Myrmidon). Their advantages are: 1) they have a high level of magic resistance, and they thus add four levels when rolling saving throws (a 6th level dwarf equals a 10th level human); 2) they are the only characters able to fully employ the +3 Magic War Hammer (explained in Volume II); 3) they note slanting passages, traps, shifting walls and new construction in underground settings; and 4) they are able to speak the languages of Gnomes, Kobolds and Goblins in addition to the usual tongues (see LANGUAGES in this Volume).



Elves: Elves can begin as either Fighting-Men or Magic-Users and freely switch class whenever they choose, from adventure to adventure, but not during the course of a single game. Thus, they gain the benefits of both classes and may use both weaponry and spells. They may use magic armor and still act as Magic-Users. However, they may not progress beyond 4th level Fighting-Man (Hero) nor 8th level Magic-User (Warlock). Elves are more able to note secret and hidden doors. They also gain the advantages noted in the CHAINMAIL rules when fighting certain fantastic creatures. Finally, Elves are able to speak the languages of Orcs, Hobgoblins, and Gnolls in addition to their own (Elvish) and the other usual tongues.

Hobbits: Should any player wish to be one, he will be limited to the Fighting-Men class as a hobbit. Hobbits cannot progress beyond the 4th level (Hero), but they will have magic-resistance equal to dwarves (add four levels for saving throws), and they will have deadly accuracy with missiles as detailed in CHAINMAIL.

Other Character Types: There is no reason that players cannot be allowed to play as virtually anything, provided they begin relatively weak and work up to the top, i.e., a player wishing to be a Balrog would have to begin as let us say, a "young" one and progress upwards in the usual manner, steps being predetermined by the campaign referee.

creature within 12" of his Magic Jar. The container for his life force must be within 3" of his body at the time the spell is pronounced. Possession of another body takes place when the creature in question fails to make its saving throw against magic. If the possessed body is destroyed, the spirit of the Magic-User returns to the Magic Jar, and from thence it may attempt another possession or return to the Magic-Users body. The spirit of the Magic-User can return to the Magic Jar at any time he so desires. Note that if the body of the Magic-User is destroyed the life force must remain in a possessed body or the Magic Jar. If the Magic-Jar is destroyed the Magic-User is totally annihilated.

Contact Higher Plane: This spell allows the magical-type to seek advice and gain knowledge from creatures inhabiting higher planes of existence (the referee). Of course, the higher the plane contacted, the greater the number of questions that can be asked, the greater the chance that the information will be known, and the higher the probability that the question will be answered truthfully. Use the table below to determine these factors, as well as the probability of the Magic-User going insane. Only questions which can be answered "yes" or "no" are permitted.

Plane	# of Questions	Chance of Knowing	Veracity	Insanity
3rd	3	25%	30%	nil
4th	4	30%	40%	10%
5th	5	35%	50%	20%
6th	6	40%	60%	30%
7th	7	50%	70%	40%
8th	8	60%	75%	50%
9th	9	70%	80%	60%
10th	10	80%	85%	70%
11th	11	90%	90%	80%
12th	12	95%	100%	90%

Hallucinatory Terrain: By means of this spell terrain features can either be hidden or created — an illusion which effects a large area. Thus a swamp, hill, ridge, woods, or the like can be concealed or made to appear. The spell is broken when the magicked area is contacted by an opponent. Range: 24".

5th Level:

Teleport: Instantaneous transportation from place to place, regardless of the distance involved, provided the user knows where he is going (the topography of the arrival area). Without certain knowledge of the destination teleportation is 75% uncertain, so a score of less than 75% of the percentile dice results in death. If the user is aware of the general topography of his destination, but has not carefully studied it, there is an uncertainty factor of 10% low and 10% high. A low score (1-10%) means death if solid material is contacted. A high score (91-100%) indicates a fall of from 10 to 100 feet, also possibly resulting in death. If a careful study of the destination has been previously made, then the Magic-User has only a 1% chance of teleporting low and a 4% chance of coming in high (10-40 feet).

Hold Monster: Same as Hold Person but applicable to Monsters.

Conjure Elemental: A spell to conjure an Air, Water, Fire or Earth Elemental. Only one of each type can be conjured by a Magic-User during any one day. The Elemental will remain until dispelled, but the Magic-User must concentrate on control or the elemental will turn upon its conjurer and attack him (see CHAINMAIL). Conjured elementals are the strongest, with 16 hit dice as is explained in Volume II, MONSTERS & TREASURE. Range: 24".

Telekenesis: By means of this spell objects may be moved by mental force. Weight limits are calculated by multiplying the level of the Magic-User by 200 Gold Pieces weight. Thus, a "Necromancer" is able to move a weight equal to 2,000 Gold Pieces. Duration: 6 turns. Range 12".

Transmute Rock to Mud: The spell takes effect in one turn, turning earth, sand, and of course, rock to mud. The area affected is up to 30 square inches. Creatures moving into the mud will become mired, possibly sinking if heavy enough or losing 90% of movement otherwise, unless able to fly or levitate. The spell can only be countered by reversing the incantation (requiring a Transmute Rock to Mud spell) or by normal process of evaporation (3-18 days as determined by rolling three six-sided dice). Range: 12".

Wall of Stone: The creation of a stone wall two feet thick with a maximum length and height equalling 10 square inches. The wall will last until dispelled, broken down or battered through as a usual stone wall. Range: 6".

Wall of Iron: Like a Wall of Stone, but the thickness of the wall is three inches and its maximum area 5 square inches. Duration: 12 turns. Range: 6".

Animate Dead: The creation of animated skeletons or zombies. It in no way brings a creature back to life. For the number of dead animated simply roll one die for every level above the 8th the Magic-User is, thus a "Sorcerer" gets one die or from 1-6 animated dead. Note that the skeletons or dead bodies must be available in order to animate them. The spell lasts until dispelled or the animated dead are done away with.

Magic Jar: By means of this device the Magic-User houses his life force in some inanimate object (even a rock) and attempts to possess the body of any other

Character Alignment, Including Various Monsters and Creatures: Before the game begins it is not only necessary to select a role, but it is also necessary to determine what stance the character will take — Law, Netrality, or Chaos.

Character types are limited as follows by this alignment:

Law	Neutrality	Chaos
Men*	Men*	Men*
Hobbits	Nixies	Balrogs
Patriarchs	Pixies	Evil High Priests
Ents	Dryads	Goblins/Kobolds
	Griffons	Hobgoblins/Gnolls
		Giants
Unicorns	Animals	Orcs
Pegasi	Elves*	Ogres
Hippogriffs	Rocs*	Trolls
Elves*	Dwarves/Gnomes*	Wights
Lycanthropes*	Lycanthropes*	Lycanthropes*
Rocs*	Orcs	Ghouls
Dwarves/Gnomes*	Ogres	
Centaurs*	Dragons	Wraiths
	Wyverns	Mummies
	Centaurs*	Spectres
	Hydrae	Vampires
	Purple Worms	Medusae
	Sea Monsters	Manticores
	Chimerae	Gargoyles
	Minotaurs	Gorgons
	Giants	Minotaurs
		Dragons
		Chimerae

* An asterisk indicates that the name appears in both the Law and Neutrality columns.
An underline indicates that the name appears in both the Neutrality and Chaos columns.

Changing Character Class: While changing class (for other than elves) is not recommended, the following rule should be applied: In order for men to change class they must have a score of 16 or better in the prime requisite (see below) of the class they wish to change to, and this score must be unmodified. A Cleric with a "strength" of 15, for example, could not become a Fighting-Man. In any event Magic-Users cannot become Clerics and vice-versa.

DETERMINATION OF ABILITIES:

Prior to the character selection by players it is necessary for the referee to roll three six-sided dice in order to rate each as to various abilities, and thus aid them in selecting a role. Categories of ability are: Strength, Intelligence, Wisdom, Constitution, Dexterity, and Charisma. Each player notes his appropriate scores, obtains a similar roll of three dice to determine the number of Gold Pieces (Dice score x 10) he starts with, and then opts for a role. A sample of the record of a character appears like this:

Name: Xylarthen Class: Magic-User
Strength: 6 Intelligence: 11 Wisdom: 13
Constitution: 12 Dexterity: 9 Charisma: 8

Gold Pieces	Experience
70	Nil

This supposed player would have progressed faster as a Cleric, but because of a personal preference for magic opted for that class. With a strength of only 6 there was no real chance for him to become a fighter. His constitutional score indicates good health and the ability to take punishment of most forms. A dexterity of 9 (low average) means that he will not be particularly fast nor accurate. He is below average in charisma, but not hopelessly so.

Explanation of Abilities:

The first three categories are the prime requisites for each of the three classes, Fighting-Men, Magic-Users, and Clerics. (See the Bonuses and Penalties to Advancement due to Abilities table which appears hereafter.)

Strength is the prime requisite for fighters. Clerics can use strength on a 3 for 1 basis in their prime requisite area (wisdom), for purposes of gaining experience only. Strength will also aid in opening traps and so on.

Intelligence is the prime requisite for magical types. Both fighters and Clerics can use it in their prime requisite areas (strength and wisdom respectively) on a 2 for 1 basis. Intelligence will also affect referees' decisions as to whether or not certain action would be taken, and it allows additional languages to be spoken.

Wisdom is the prime requisite for Clerics. It may be used on a 3 for 1 basis by fighters, and on a 2 for 1 basis by Magic-Users, in their respective prime requisite areas. Wisdom rating will act much as does that for intelligence.

Constitution is a combination of health and endurance. It will influence such things as the number of hits which can be taken and how well the character can withstand being paralyzed, turned to stone, etc.

effect as many creatures as indicated by the score rolled on two six-sided dice with the addition of + 1 for each level above the 8th that the Magic-User casting the spell has attained. Confused creatures will attack the Magic-User's party (dice score 2-5), stand around doing nothing (6-8), or attack each other (9-12). Roll each turn. Duration: 12 turns. Range: 12".

Charm Monster: The counterpart of a Charm Person spell which is employable against all creatures. If animals or creatures with three or fewer hit dice are involved determine how many are effected by the spell by rolling three six-sided dice. It is otherwise identical to the Charm Person spell.

Growth of Plants: This spell causes normal brush or woods to become thickly overgrown and entangled with creepers, vines, thorns, briars and so on, so as to make the area virtually impassable. It will effect an area of up to 30 square inches, the dimensions decided by the caster of the spell. Duration: until the spell is negated by a Dispell Magic. Range: 12".

Dimension Door: A limited Teleport spell which allows the object to be instantaneously transported up to 36" in any direction (including up or down). There is no chance of misjudging when using a Dimension Door, so the user always arrives exactly where he calls, i.e. 12" upwards, 32" east, etc. Range: 1".

Wizard Eye: A spell which allows the user to send a visual sensor up to 24" away in order to observe the scene without himself moving. The "eye"is invisible. It moves 12"/turn. Duration: 6 turns.

Massmorph: This spell is used to conceal up to 100 men (or creatures of near man size) as a woods or orchards. The concealed figures may be moved through without being detected as anything other than trees, and it will not effect the spell. It will be negated by a command for the caster or by means of a Dispell Magic spell. Range: 24".

Infravision: This spell allows the recipient to see infra-red light waves, thus enabling him to see in total darkness. Duration: 1 day. Range of infravision: 40-60'.

Slow Spell: A broad-area spell which effects up to 24 creatures in a maximum area of 6" x 12". Duration: 3 turns. Range: 24".

Haste Spell: This is exactly the opposite of a Slow Spell in effect, but otherwise like it. Note that it will counter its opposite and vice-versa.

Protection from Normal Missiles: The recipient of this charm becomes impervious to normal missiles. This implies only those missiles projected by normal (not above normal) men and/or weapons. Duration: 12 turns. Range: 3".

Water Breathing: A spell whereby it is possible to breathe under water without harm or difficulty. Duration: 12 turns. Range 3".

4th Level:

Polymorph Self: A spell allowing the user to take the shape of anything he desires, but he will not thereby acquire the combat abilities of the thing he has polymorphed himself to resemble. That is, while the user may turn himself into a dragon of some type, he will not gain the ability to fight and breathe, but he will be able to fly. Duration: 6 turns + the level of the Magic-User employing it.

Polymorph Others: Unlike the spell to Polymorph Self, this spell lasts until it is dispelled. The spell gives all characteristics of the form of the creature, so a creature polymorphed into a dragon acquires all of the dragon's ability — not necessarily mentality, however. Likewise, a troll polymorphed into a snail would have innate resistance to being stepped on and crushed by a normal man. Range: 6".

Remove Curse: A spell to remove any one curse or evil sending. Note that using this spell on a "cursed sword", for example, would make the weapon an ordinary sword, not some form of enchanted blade. Range: Adjacent to the object.

Wall of Fire: The spell will create a wall of fire which lasts until the Magic-User no longer concentrates to maintain it. The fire wall is opaque. It prevents creatures with under four hit dice from entering/passing through. Undead will take two dice of damage (2-12) and other creatures one die (1-6) when breaking through the fire. The shape of the wall can be either a plane of up to 6" width and 2" in height, or it can be cast in a circle of 3" diameter and 2" in height. Range: 6".

Wall of Ice: A spell to create a wall of ice six inches thick, in dimensions like that of a Wall of Fire. It negates the effects of creatures employing fire and/or fire spells. It may be broken through by creatures with four or more hit dice, with damage equal to one die (1-6) for non-fire employing creatures and double that for fire-users. Range: 12"

Confusion: This spell will immediately effect creatures with two or fewer hit-dice. For creatures above two hit dice the following formula is used to determine when the spell takes effect: score of a twelve-sided die roll less the level of the Magic-User casting the spell = delay in effect, i.e. a positive difference means a turn delay, while a zero or negative difference means immediate effect. Creatures with four or more hit dice will have saving throws against magic, and on those turns they make their saving throws they are not confused; but this check must be made each turn the spell lasts, and failure means they are confused. The spell will

Dexterity applies to both manual speed and conjuration. It will indicate the character's missile ability and speed with actions such as firing first, getting off a spell, etc.

Charisma is a combination of appearance, personality, and so forth. Its primary function is to determine how many hirelings of unusual nature a character can attract. This is not to say that he cannot hire men-at-arms and employ mercenaries, but the charisma function will affect loyalty of even these men. Players will, in all probability, seek to hire Fighting-Men, Magic-Users, and/or Clerics in order to strengthen their roles in the campaign. A player-character can employ only as many as indicated by his charisma score:

Charisma Score	Maximum # Hirelings	Loyalty Base
3-4	1	- 2
5-6	2	- 1
7-9	3	- -
10-12	4	- -
13-15	5	+ 1
16-17	6	+ 2
18	12	+ 4

In addition the charisma score is usable to decide such things as whether or not a witch capturing a player will turn him into a swine or keep him enchanted as a lover.

Finally, the charisma will aid a character in attracting various monsters to his service.

Bonuses and Penalties to Advancement due to Abilities:

(Low score is 3-8; Average is 9-12; High is 13-18)

Prime requisite 15 or more:	Add 10% to earned experience
Prime requisite 13 or 14:	Add 5% to earned experience
Prime requisite of 9 - 12:	Average, no bonus or penalty
Prime requisite 8 or 7:	Minus 10% from earned experience
Prime requisite 6 or less:	Minus 20% from earned experience
Constitution 15 or more:	Add +1 to each hit die
Constitution 13 or 14:	Will withstand adversity
Constitution of 9 - 12:	60% to 90% chance of surviving
Constitution 8 or 7:	40% to 50% chance of survival
Constitution 6 or Less:	Minus 1 from each hit die*
Dexterity above 12:	Fire any missile at + 1
Dexterity under 9:	Fire any missile at -1

* minimum score of 1 on any die

Note: Average scores are 9-12. Units so indicated above may be used to increase prime requisite total insofar as this does not bring that category below average, i.e. below a score of 9.

LANGUAGES: The "common tongue" spoken throughout the "continent" is known by most humans. All other creatures and monsters which can speak have their own language, although some (20%) also know the common one. Law, Chaos and Neutrality also have common languages spoken by each respectively. One can attempt to communicate through the common tongue, language particular to a creature class, or one of the divisional languages (law, etc.). While not understanding the language, creatures who speak a divisional tongue will recognize a hostile one and attack. Characters with an Intelligence above 10 may learn additional languages, one language for every point above 10 intelligence factors. Thus, a man with an intelligence level of 15 could speak 7 languages, i.e. the common tongue, his divisional language, and 5 creature languages. Of course, Magic-Users spells and some magic items will enable the speaking and understanding of languages.

NON-PLAYER CHARACTERS:

In all probability the referee will find it beneficial to allow participants in the campaign to "hire into service" one or more characters. At times this may be nothing more than a band of mercenaries hired to participate in and share the profits from some adventure. However it is likely that players will be desirous of acquiring a regular entourage of various character types, monsters, and an army of some form. Non-player characters can be hired as follows:

Only the lowest level of character types can be hired. The player wishing to hire a non-player character "advertises" by posting notices at inns and taverns, frequents public places seeking the desired hireling, or sends messengers to whatever place the desired character type would be found (elf-land, dwarf-land, etc). This costs money and takes time, and the referee must determine expenditures. Once some response has been obtained, the player must make an offer to tempt the desired character type into his service. As a rule of thumb, a minimum offer of 100 Gold Pieces would be required to tempt a human into service, dwarves are more interested in gold, Magic-Users and elves desire magical items, and Clerics want some assurance of having a place of worship in which to house themselves.

Monsters can be lured into service if they are of the same basic alignment as the player-character, or they can be Charmed and thus ordered to serve. Note, however, that the term "monster" includes men found in the dungeons, so in this way some high-level characters can be brought into a character's service, charisma allowing or through a Charm spell. Some reward must be offered to a monster in order to induce it into service (not just sparing its life, for example). The monster will react, with appropriate plusses or minuses, according to the offer, the referee rolling two six-sided dice and adjusting for charisma:

Dice Score	Reaction
2	Attempts to attack
3-5	Hostile reaction
6-8	Uncertain
9-11	Accepts offer
12	Enthusiast, Loyalty +3

An "Uncertain" reaction leaves the door open to additional reward offers, but scores under 6 do not.

ESP: A spell which allows the user to detect the thoughts (if any) of whatever lurks behind doors or in the darkness. It can penetrate solid rock up to about 2' in thickness, but a thin coating of lead will prevent its penetration. Duration: 12 turns. Range: 6"

Continual Light: This spell creates a light wherever the caster desires. It sheds a circle of illumination 24" in diameter, but does not equal full daylight. It continues to shed light until dispelled. Range: 12".

Knock: A spell which opens secret doors, held portals, doors locked by magic, barred or otherwise secured gates, etc. Range: 6".

3rd Level:

Fly: By means of this spell the user is able to fly at a speed of up to 12"/turn. The spell lasts for the number of turns equal to the level of the Magic-User plus the number of pips on a six-sided die which is secretly determined by the referee.

Hold Person: A spell similar to a Charm Person, but which is of both limited duration and greater effect. It will effect from 1-4 persons. If it is cast at only a single person it has the effect of reducing the target's saving throw against magic by -2. Duration: 6 turns + level of the caster. Range: 12".

Dispell Magic: Unless countered, this spell will be effective in dispelling enchantments of most kinds (referee's option), except those on magical items and the like. This is modified by the following formula. The success of a Dispell Magic spell is a ratio of the dispeller over the original spell caster, so if a 5th level Magic-User attempts to dispell the spell of a 10th level Magic-User there is a 50% chance of success. Duration: 1 turn. Range: 12".

Clairvoyance: Same as ESP spell except the spell user can visualize rather than merely pick up thoughts.

Clairaudience: Same as Clairvoyance except it allows hearing rather than visualization. This is one of the few spells which can be cast through a Crystal Ball (see Volume II).

Fire Ball: A missile which springs from the finger of the Magic-User. It explodes with a burst radius of 2" (slightly larger than specified in CHAINMAIL). In a confined space the Fire Ball will generally conform to the shape of the space (elongate or whatever). The damage caused by the missile will be in proportion to the level of its user. A 6th level Magic-User throws a 6-die missile, a 7th a 7-die missile, and so on. (Note that Fire Balls from Scrolls (see Volume II) and Wand are 6-die missiles and those from Staves are 8-die missiles. Duration: 1 turn. Range: 24"

Lightning Bolt: Utterance of this spell generates a lightning bolt 6" long and up to 3/4" wide. If the space is not long enough to allow its full extension, the missile will double back to attain 6", possibly striking its creator. It is otherwise similar to a Fire Ball, but as stated in CHAINMAIL the head of the missile may never extend beyond the 24" range.

Protection from Evil, 10' Radius: A Protection from Evil spell which extends to include a circle around the Magic-User and also lasts for 12 rather than 6 turns.

Invisibility, 10" Radius: An Invisibility spell with an extended projection but otherwise no different from the former spell.

Levitate: This spell lifts the caster, all motion being in the vertical plane; however, the user could, for example, levitate to the ceiling, and move horizontally by use of his hands. Duration: 6 turns + the level of the user. Range (of levitation): 2"/level of Magic-User, with upwards motion at 6"/turn.

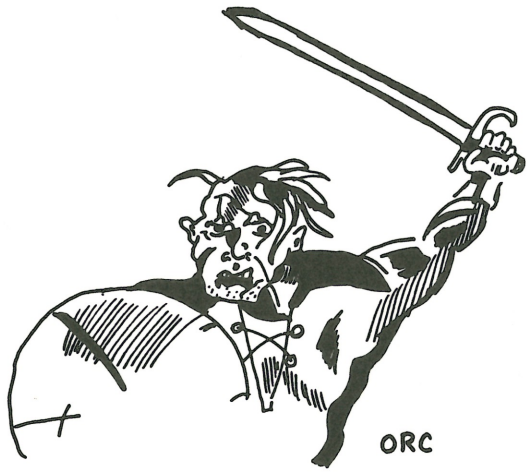
Phantasmal Forces: The creation of vivid illusions of nearly anything the user envisions (a projected mental image so to speak). As long as the caster concentrates on the spell, the illusion will continue unless touched by some living creature, so there is no limit on duration, per se. Damage caused to viewers of a Phantasmal Force will be real if the illusion is believed to be real. Range: 24".

Locate Object: In order for this spell to be effective it must be cast with certain knowledge of what is to be located. Thus, the exact nature, dimensions, coloring, etc. of some magical item would have to be known in order for the spell to work. Well known objects such as a flight of stairs leading upwards can be detected with this spell however. The spell gives the user the direction of the object desired but not the distance. The desired object must be within range. Range: 6" + 1"/level of the Magic-User employing the spell, i.e. a "Necromancer" has a 16" range.

Invisibility: A spell which lasts until it is broken by the user or by some outside force (remember that as in CHAINMAIL, a character cannot remain invisible and attack). It affects only the person or thing upon whom or which it is cast. Range: 24"

Wizard Lock: Similar to a Hold Portal, this spell lasts indefinitely. It can be opened by a Knock without breaking the spell. A Wizard Lock can be passed through without a spell of any kind by a Magic-User three levels above the one who placed the spell.

Detect Evil: A spell to detect evil thought or intent in any creature or evilly enchanted object. Note that poison, for example, is neither good nor evil. Duration: 2 turns. Range: 6".



Capture of Non-Player Monsters: Morale dice can cause a man or intelligent monster to attempt to surrender or become subdued. When this happens an offer of service can be made (assuming that communication is possible) as outlined above. Subdued monsters will obey for a time without need to check their reactions, and such monsters are salable (see Volume II).

Loyalty of Non-Player Characters (Including Monsters): Men, dwarves and elves will serve as retainers with relative loyalty so long as they receive their pay regularly, are treated fairly, are not continually exposed to extra-hazardous duty, and receive bonuses when they are taking part in some dangerous venture. Judgement of this matter is perforce subjective on the part of the campaign referee, but there is a simple guideline: When one or more of such characters are taken into service a loyalty check is made by rolling three-six-sided dice. Adjustments are made for charisma and initial payments for service, and the loyalty of the character(s) noted by the referee. (The player will not have any knowledge of what it is without some method of reading minds.)

Loyalty Score	Morale
3 or less	Will desert at first opportunity
4-6	-2 on morale dice
7-8	-1 on morale dice
9-12	Average morale dice
13-14	+1 on morale dice
15-18	+2 on morale dice
19 and above	Need never check morale

Non-player characters and men-at-arms will have to make morale checks (using the above reaction table or "Chainmail") whenever a highly dangerous or un-nerving situation arises. Poor morale will mean that those in question will not perform as expected.

Periodic re-checks of loyalty should be made. Length of service, rewards, etc. will bring additional plusses. Poor treatment will bring minuses.

Relatives: The referee may allow players to designate one relative of his character to inherit his possessions if for any reason the participant unexpectedly disappears, with or without "death" being positively established, for a period of one game month, let us say. At this time the relative would inherit the estate of the character, paying a 10% tax on all goods and monies. The relative must start at the lowest level of the class he opts for, but he will have the advantage of the inheritance.

If the character returns, he takes possession of his estate once more (referee's option as to willingness of the relative to give it up) but must pay an additional 10% tax in order to regain his own. Optionally the relative may be allowed to stay on as a non-player character in the service of the player-character. Loyalty of the relative in such a circumstance would be at a penalty of from 0 to -6, and he would possibly intrigue to regain control.

Characters without a relative will lose all their possessions should they disappear and not return before whatever period is designated as establishing death.

BASIC EQUIPMENT AND COSTS:

It will be necessary for players to equip their characters with various basic items of equipment. Selection of items is strictly up to the players, and Gold Pieces are taken away accordingly (players may sell to one another, of course,

and then Gold Pieces would be transferred).

Item	Cost
Dagger	3
Hand Axe	3
Mace	5
Sword	10
Battle Axe	7
Morning Star	6
Flail	8
Spear	1
Pole Arm	7
Halberd	7
Two-Handed Sword	15
Lance	4
Pike	5
Short Bow	25
Long Bow	40
Composite Bow	50
Light Crossbow	15
Heavy Crossbow	25
Quiver of 20 Arrows	10
Case with 30 Quarrels	10
20 Arrows/30 Quarrels	5
Silver Tipped Arrow	5
Mule	20
Draft Horse	30
Light Horse	40
Warhorse, Medium	100
Warhorse, Heavy	200
Saddle	25
Saddle Bags	10
Cart	100
Wagon	200
Raft	40
Small Boat	100
Small Merchant Ship	5000
Large Merchant Ship	20000
Small Galley	10000
Large Galley	30000

Item	Cost
Leather Armor	15
Chain-type Mail	30
Plate Mail	50
Helmet	10
Shield	10
Barding (Horse Armor)	150
50' of Rope	1
10' Pole	1
12 Iron Spikes	1
Small Sack	1
Large Sack	2
Leather Back Pack	5
Water/Wine Skin	1
6 Torches	1
Lantern	10
Flask of Oil	2
3 Stakes & Mallet	3
Steel Mirror	5
Silver Mirror, Small	15
Wooden Cross	2
Silver Cross	25
Holy Water/Vial	25
Wolvesbane, bunch	10
Belladona, bunch	10
Garlic, bud	5
Wine, quart	1
Iron Rations (for dungeon expeditions) 1 person/1 week	15
Standard Rations for 1 person, 1 week	5

Other items cost may be calculated by comparing to similar items listed above.

EXPLANATION OF SPELLS:

Magic-Users:

1st Level

Detect Magic: A spell to determine if there has been some enchantment laid on a person, place or thing. It has a limited range and short duration. It is useful, for example, to discover if some item is magical, a door has been "held" or "wizard locked", etc.

Hold Portal: A spell to hold a door, gate or the like. It is similar to a locking spell (see below) but it is not permanent. Roll two dice to determine the duration of the spell in turns. Dispell Magic (see below) will immediately negate it, a strong anti-magical creature will shatter it (i.e., a Balrog), and a Knock (see below) will open it.

Read Magic: The means by which the incantations on an item or scroll are read. Without such a spell or similar device magic is unintelligible to even a Magic-User. The spell is of short duration (one or two readings being the usual limit).

Read Languages: The means by which directions and the like are read, particularly on treasure maps. It is otherwise like the Read Magic spell above.

Protection from Evil: This spell hedges the conjurer round with a magic circle to keep out attacks from enchanted monsters. It also serves as an "armor" from various evil attacks, adding a + 1 to all saving throws and taking a – 1 from hit dice of evil opponents. (Note that this spell is not cumulative in effect with magic armor and rings, although it will continue to keep out enchanted monsters.) Duration: 6 turns.

Light: A spell to cast light in a circle 3" in diameter, not equal to full daylight. It lasts for a number of turns equal to 6 + the number of levels of the user; thus, a 7th level Magic-User would cast the spell for 13 turns.

Charm Person: This spell applies to all two-legged, generally mammalian figures near to or less than man-size, excluding all monsters in the "Undead" class but including Sprites, Pixies, Nixies, Kobolds, Goblins, Orcs, Hobgoblins and Gnolls. If the spell is successful it will cause the charmed entity to come completely under the influence of the Magic-User until such time as the "charm" is dispelled (Dispell Magic). Range: 12".

Sleep: A Sleep spell affects from 2-16 1st level types (hit dice of up to 1 + 1), from 2-12 2nd level types (hit dice of up to 2 +1), from 1-6, 3rd level types, and but 1 4th level type (up to 4 +1 hit dice). The spell always affects up to the number of creatures determined by the dice. If more than the number rolled could be affected, determine which "sleep" by random selection. Range: 24".

2nd Level:

Detect Invisible (Objects): A spell to find secreted treasure hidden by an Invisibility spell (see below). It will also locate invisible creatures. Durations: 6 turns. Range: 1" x the level of the Magic-User casting it, i.e. a "Wizard" would have a range of 11", more if he was above the base value.

SPELLS TABLE

Clerics:

1st Level	2nd Level	3rd Level
1. Cure Light Wounds	Find Traps	Remove Curse
2. Purify Food & Water	Hold Person	Cure Disease
3. Detect Magic	Bless	Locate Object
4. Detect Evil	Speak with Animals	Continual Light
5. Protection/Evil		
6. Light		

4th Level	5th Level
1. Neutralize Poison	Dispell Evil
2. Cure Serious Wounds	Raise Dead
3. Protection/Evil,10'r.	Commune
4. Turn sticks to snakes	Quest
5. Speak with plants	Insect Plague
6. Create Water	Create Food

Clerics versus Undead Monsters:

Monster Type	Acolyte	Adept	Village Priest	Vicar	Curate	Bishop	Lama	Patriarch
Skeleton	7	T	T	D	D	D	D	D
Zombie	9	7	T	T	D	D	D	D
Ghoul	11	9	7	T	T	D	D	D
Wight	N	11	9	7	T	T	D	D
Wraith	N	N	11	9	7	T	T	D
Mummy	N	N	N	11	9	7	T	T
Spectre	N	N	N	N	11	9	7	T
Vampire	N	N	N	N	N	11	9	7

Numbers are the score to match or exceed in order to turn away, rolled with two six-sided dice.

T = Monster turned away, up to two dice in number.
D = Dispelled/dissolved, up to two dice in number.
N = No Effect.

A full explanation of each spell follows. Note that under lined Clerical spells are reversed by evil Clerics. Also, note the Clerics versus Undead Monsters table, indicating the strong effect of the various clerical levels upon the undead; however, evil Clerics do not have this effect, the entire effect being lost.

ENCUMBERANCE- (Weight which can be carried)

Weight of a man - -	1,750
Load in Gold Pieces Equal to Light Foot Movement (12") - -	750
Load in Gold Pieces Equal to Heavy Foot Movement (9") - -	1,000
Load in Gold Pieces Equal to Armd. Foot Movement (6") - -	1,500
Leather Armor or Saddle - -	250
Chain-Type Armor - -	500
Plate Mail or Horse Armor - -	750
Helmet - -	50
Shield - -	150
Pole Arms, Halberd, Pike, Two-Handed Sword (each) - -	150
Morning Star, Flail, Battle Axe (each) - -	100
Sword, Mace, Hand Axe, Bow & Arrows (each) - -	50
Dagger - -	20
Miscellaneous Equipment (rope, spikes, bags, etc.) - -	80
Maximum Load/Person at half normal movement - -	3,000

Example Employing Encumberance: A character equips himself with the following:

Plate Armor	750
Helmet	50
Shield	150
Flail	100
Bow, Quiver & 20 Arrows	50
Dagger	20
Misc. Equipment	80
TOTAL	1,200

The character would move at the speed of an Armored Footman (6"/turn). He could pick up an additional 300 Gold Pieces weight of treasure and incur no movement penalty. Weight over 1,500 would incur the penalty of half-speed noted above, although equipment could be discarded in order to avoid this penalty.

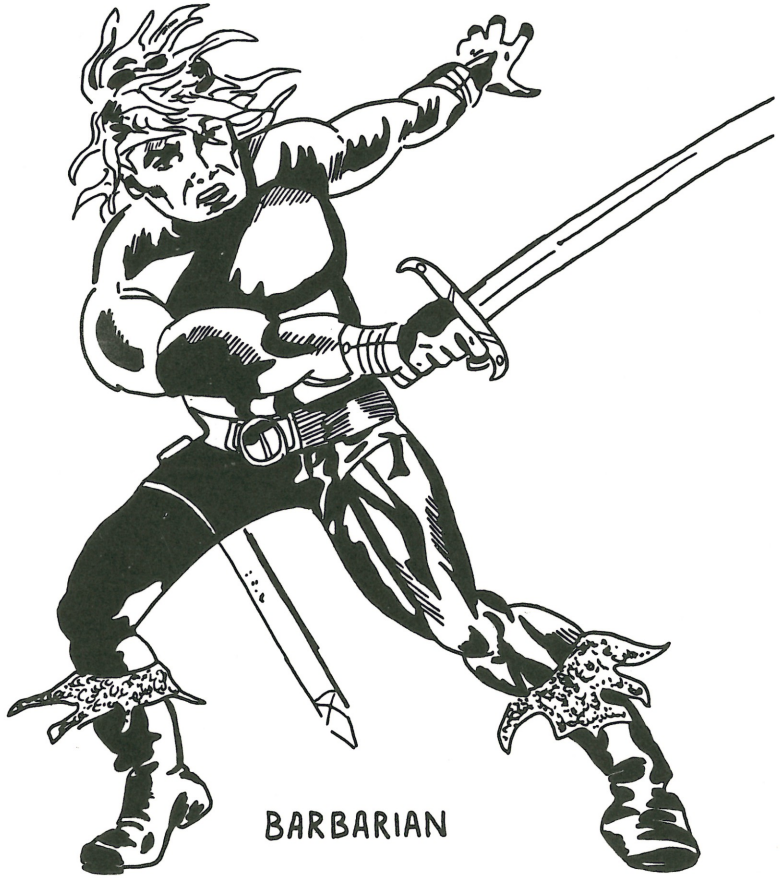
WEIGHT AND EQUIVALENTS:

1 Coin (Copper, Silver, or Gold)	1
1 Small Sack Holds	50
1 Large Sack or Back Pack Holds	300
1 Scroll or Piece of Jewelry	20
1 Potion or Wine Skin	30
1 Flagon or Chalice	50
1 Wand with Case	100
1 Staff with Case	300
1 Gem	1

LEVELS AND NUMBER OF EXPERIENCE POINTS NECESSARY TO ATTAIN THEM:

Fighting-Men		Magic-Users		Clerics	
Veteran	0	Medium	0	Acolyte	0
Warrior	2000	Seer	2500	Adept	1500
Swordsman	4000	Conjurer	5000	Village Priest	3000
Hero*	8000	Theurgist	10000	Vicar	6000
Swashbuckler	16000	Thaumaturgist	20000	Curate	12000
Myrmidon**	32000	Magician	35000	Bishop	25000
Champion	64000	Enchanter	50000	Lama	50000
Superhero	120000	Warlock*	75000	Patriarch	100000
Lord	240000	Sorcerer	100000		
		Necromancer	200000		
		Wizard	300000		

*highest level for elf
**highest level for dwarf



(poison scoring one-half of the total possible hit damage and dragon's breath scoring one-half of its full damage). Wands of cold, fire balls, lightning, etc. and staves are treated as indicated, but saving throws being made result in one-half damage.

SPELLS TABLE

Magic-Users:

1st Level	2nd Level	3rd Level
1. Detect Magic	Detect Invisible	Fly
2. Hold Portal	Levitate	Hold Person
3. Read Magic	Phantasmal Forces	Dispell Magic
4. Read Languages	Locate Object	Clairvoyance
5. Protection/Evil	Invisibility	Clairaudience
6. Light	Wizard Lock	Fire Ball
7. Charm Person	Detect Evil	Lightning Bolt
8. Sleep	ESP	Protection/Evil, 10' r.
9.	Continual Light	Invisibility, 10' r.
10.	Knock	Infravision
11.		Slow Spell
12.		Haste Spell
13.		Protection/Normal Missiles
14.		Water Breathing

4th Level	5th Level	6th Level
1. Polymorph Self	Teleport	Stone-Flesh
2. Polymorph Others	Hold Monster	Reincarnation
3. Remove Curse	Conjure Elemental	Invisible Stalker
4. Wall of Fire	Telekenesis	Lower Water
5. Wall of Ice	Transmute Rock-Mud	Part Water
6. Confusion	Wall of Stone	Projected Image
7. Charm Monster	Wall of Iron	Anti-Magic Shell
8. Growth/Plant	Animate Dead	Death Spell
9. Dimension Door	Magic Jar	Geas
10. Wizard Eye	Contact Higher Plane	Disintegrate
11. Massmorph	Pass-Wall	Move Earth
12. Hallucinatory Terrain	Cloudkill	Control Weather
13.	Feeblemind	
14.	Growth/Animal	

ATTACK MATRIX II.: MONSTERS ATTACKING

TARGET:

Armor Class	Description	20-Sided Dice Score to Hit by Monster's Dice # Dice Up to 1	1 + 1	2-3	3-4	4-6	6-8	9-10	11&1
2	All as in Table	17	16	15	13	12	11	9	7
3	1. above . . .	16	15	14	12	11	10	8	6
4		15	14	13	11	10	9	7	5
5		14	13	12	10	9	8	6	4
6		13	12	11	9	8	7	5	3
7		12	11	10	8	7	6	4	2
8		11	10	9	7	6	5	3	1
9		10	9	8	6	5	4	2	0

All base scores to hit will be modified by magic armor and weaponry. Missile hits will be scored by using the above tables at long range and decreasing Armor Class by 1 at medium and 2 at short range.

SAVING THROW MATRIX:

Class & Level		Death Ray or Poison	All Wands — Including Polymorph or Paralization	Stone	Dragon Breath	Staves & Spells
Fighting-Men	1-3	12	13	14	15	16
Magic-User	1-5	13	14	13	16	15
Cleric	1-4	11	12	14	16	15
Fighter	4-6	10	11	12	13	14
Magic User	6-10	11	12	11	14	12
Cleric	5-8	9	10	12	14	12
Fighter	7-9	8	9	10	10	12
Magic-User	11-15	8	9	8	11	8
Cleric	9-12	6	7	9	11	9
Fighter	10-12	6	7	8	8	10
Magic-User	16+	5	6	5	8	3
Cleric	13+	3	5	7	8	7
Fighter	13+	4	5	5	5	8

Failure to make the total indicated above results in the weapon having full effect, i.e. you are turned to stone, take full damage from dragon's breath, etc. Scoring the total indicated above (or scoring higher) means the weapon has no effect (death ray, polymorph, paralization, stone, or spell) or one-half effect

STATISTICS REGARDING CLASSES:

Fighting-Men	Dice for Accumulative Hits	Fighting Capability	Spells & Level 1 2 3 4 5 6
Veteran	1 + 1	Man + 1	NIL
Warrior	2	2 Men + 1	NIL
Swordsman	3	3 Men or Hero -1	NIL
Hero	4	Hero	NIL
Swashbuckler	5 + 1	Hero + 1 or 5 Men	NIL
Myrmidon	6	Hero + 1 or 6 Men	NIL
Champion	7 + 1	Superhero -1	NIL
Super Hero	8 + 2	Superhero	NIL
Lord	9 + 3	Superhero + 1	NIL
Lord, 10th Level	10 + 1	Superhero +1	NIL
Magic-Users			
Medium	1	Man	1 – – – – –
Seer	1 + 1	Man + 1	2 – – – – –
Conjurer	2	2 Men	3 1 – – – –
Theurgist	2 + 1	2 Men + 1	4 2 – – – –
Thaumaturgist	3	3 Men	4 2 1 – – –
Magician	3 + 1	3 Men + 1	4 2 2 – – –
Enchanter	4	Hero -1	4 3 2 1 – –
Warlock	5	Hero	4 3 3 2 – –
Sorcerer	6 +1	Hero + 1	4 3 3 2 1 –
Necromancer	7	Wizard	4 4 3 3 2 –
Wizard	8 + 1	Wizard	4 4 4 3 3 –
Wizard, 12th Level	8 + 2	Wizard	4 4 4 4 4 1
Wizard, 13th Level	8 + 3	Wizard	5 5 5 4 4 2
Wizard, 14th Level	8 + 4	Wizard + 1	5 5 5 4 4 3
Wizard, 15th Level	9 + 1	Wizard + 1	5 5 5 4 4 4
Wizard, 16th Level	9 +2	Wizard +2	5 5 5 5 5 5

Clerics			
Acolyte	1	Man	– – – – – –
Adept	2	Man + 1	1 – – – – –
Village Priest	3	2 Men	2 – – – – –
Vicar	4	3 Men	2 1 – – – –
Curate	4 + 1	3 Men + 1	2 2 – – – –
Bishop	5	Hero -1	2 2 1 1 – –
Lama	6	Hero	2 2 2 1 1 –
Patriarch	7	Hero + 1	2 2 2 2 2 –
Patriarch, 9th Level	7 + 1	Superhero -1	3 3 3 2 2 –
Patriarch, 10th Level	7 + 2	Superhero -1	3 3 3 3 3 –

Experience Points: Experience points are awarded to players by the referee with appropriate bonuses or penalties for prime requisite scores. As characters meet monsters in mortal combat and defeat them, and when they obtain various forms of treasure (money, gems, jewelry, magical items, etc.), they gain "experience". This adds to their experience point total, gradually moving them upwards through the levels. Gains in experience points will be relative; thus an 8th level Magic-User operating on the 5th dungeon level would be awarded 5/8 experience. Let us assume he gains 7,000 Gold Pieces by defeating a troll (which is a 7th level monster, as it has over 6 hit dice). Had the monster been only a 5th level one experience would be awarded on a 5/8 basis as already stated, but as the monster guarding the treasure was a 7th level one experience would be awarded on a 7/8 basis thus; 7,000 G.P. + 700 for killing the troll = 7,700 divided by 8 = 962.5 x 7 = 6,037.5. Experience points are never awarded above a 1 for 1 basis, so even if a character defeats a higher level monster he will not receive experience points above the total of treasure combined with the monster's kill value. It is also recommended that no more experience points be awarded for any single adventure than will suffice to move the character upwards one level. Thus a "veteran" (1st level) gains what would ordinarily be 5,000 experience points; however, as this would move him upwards two levels, the referee should award only sufficient points to bring him to "warrior" (2nd level), say 3,999 if the character began with 0 experience points.

Levels: There is no theoretical limit to how high a character may progress, i.e. 20th level Lord, 20th level Wizard, etc. Distinct names have only been included for the base levels, but this does not influence progression.

Dice for Accumulative Hits (Hit Dice): This indicates the number of dice which are rolled in order to determine how many hit points a character can take. Plusses are merely the number of pips to add to the total of all dice rolled not to each die. Thus a Super Hero gets 8 dice + 2; they are rolled and score 1, 2, 2, 3, 3, 4, 5, 6/totals 26 + 2 = 28, 28 being the number of points of damage the character could sustain before death. Whether sustaining accumulative hits will otherwise affect a character is left to the discretion of the referee.

Fighting Capability: This is a key to use in conjunction with the CHAINMAIL fantasy rule, as modified in various places herein. An alternative system will be given later for those who prefer a different method.

Spells & Levels: The number above each column is the spell level (complexity, a somewhat subjective determination on the part of your authors). The number in each column opposite each applicable character indicates the number of spells of each level that can be used (remembered during any single adventure) by that character. Spells are listed and explained later. A spell used once may not be re-used in the same day.

Levels Above those Listed: Progressions of Dice for Accumulative Hits, Fighting Capability, and Spells & Levels may not be evident. An 11th level Lord would get 10 +3 dice and fight as he did at the 10th level; but at 12th level, he could get 11 + 1 dice and fight at Superhero + 2. At 13th level dice would be 11 + 3 with Fighting Capability at Superhero + 2. A 17th level Wizard would get 9 + 3 dice and fight as a 16th level, just as an 18th level Wizard would get dice of 10 + 1 with no change in Fighting Capabilities – the change coming at the 19th level, fighting then being done at Wizard + 3. An 11th level Patriarch would get dice of 7 + 3 with Fighting Capability unchanged; at 12th level dice would be 8 + 1 with no change in fighting; and at 13th level the Patriarch would get 8 + 2 and fight as a Superhero – the next change in Fighting Capability coming at the 17th level.

Spell progression for Magic-Users is: 17th level Wizard – 6, 6, 6, 5, 5, 5; 18th level Wizard – sizes across the board; and so on. Spell progression for Clerics is: 11th level Patriarch – 4, 4, 4, 3, 3; 12th level Patriarch – fours across the board; 13th level Patriarch – 5, 5, 5, 4, 4; and so on.

ALTERNATIVE COMBAT SYSTEM:

This system is based upon the defensive and offensive capabilities of the combatants; such things as speed, ferocity, and weaponry of the monster attacking are subsumed in the matrixes. There are two charts, one for men versus men or monsters and one for monsters (including kobolds, goblins, orcs, etc.) versus men.

ATTACK MATRIX 1.: MEN ATTACKING

TARGET:

Armor Class	Description	20-Sided Die Score to Hit by Level* Level 1-3	4-6	7-9	10-12	13-15	16 & +
2	Plate Armor & Shield	17	15	12	10	8	5
3	Plate Armor	16	14	11	9	7	4
4	ChainMail & Shield	15	13	10	8	6	3
5	Chain Mail	14	12	9	7	5	2
6	Leather & Shield	13	11	8	6	4	1
7	Leather Armor	12	10	7	5	3	1
8	Shield Only	11	9	6	4	2	1
9	No Armor or Shield	10	8	5	3	1	1

*Fighting-Men: Magic-Users advance in steps based on five levels/group (1-5, 6-10, etc.), and Clerics in steps based on four levels/group (1-4, 5-8, etc.). Normal men equal 1st level fighters.

All attacks which score hits do 1-6 points damage unless otherwise noted.

DUNGEONS & DRAGONS

Rules for Fantastic Medieval Wargames Campaigns Playable with Paper and Pencil and Miniature Figures

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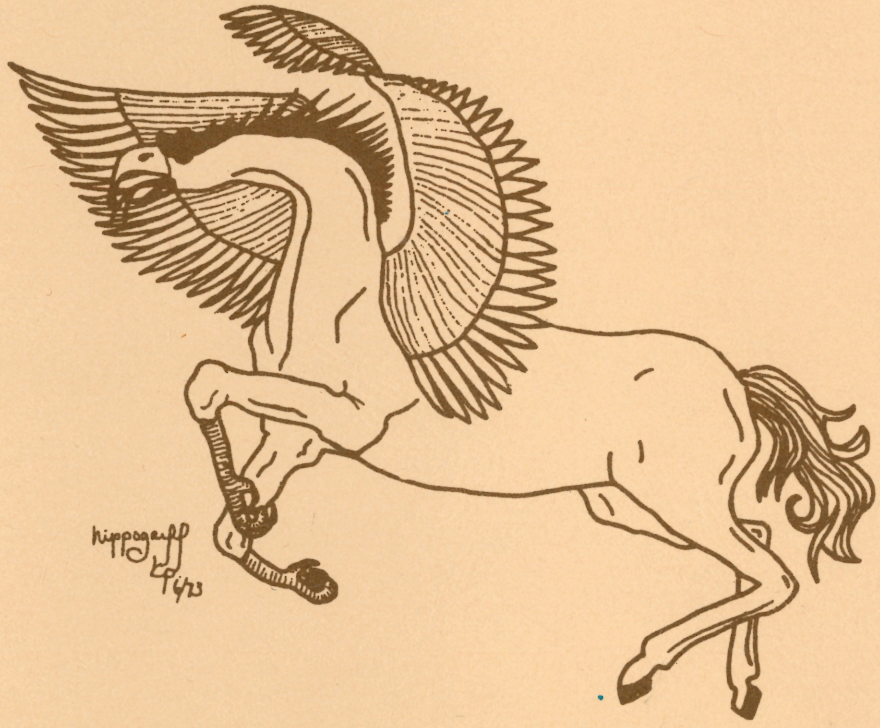

THE UNDERWORLD & WILDERNESS ADVENTURES

VOLUME 3 OF THREE BOOKLETS

PUBLISHED BY
TACTICAL STUDIES RULES

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INQUIRIES REGARDING RULES SHOULD BE ACCOMPANIED BY A STAMPED RETURN ENVELOPE AND SENT TO TACTICAL STUDIES RULES, POB 756, LAKE GENEVA, WISCONSIN 53147.

Dungeon expedition	=	1 week
Wilderness adventure	=	1 move = 1 day
1 Week of actual time	=	1 week of game time

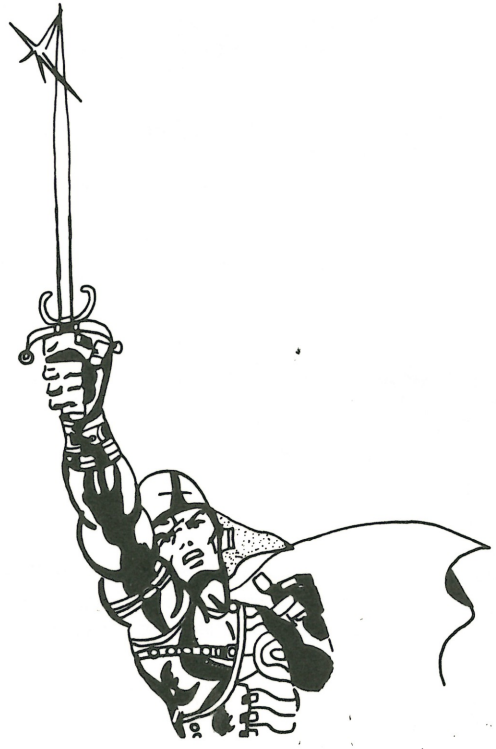
The time for dungeon adventures considers only preparations and a typical, one day descent into the pits.

The time for Wilderness expeditions would include days of rest and recuperation.

Actual time would not be counted off for players "out" on a Wilderness adventure, but it would for those newed in their dens, hideholes, keeps, castles, etc., as well as for those in the throes of some expedition in the underworld.

AFTERWARD:

There are unquestionably areas which have been glossed over. While we deeply regret the necessity, space requires that we put in the essentials only, and the trimming will oftimes have to be added by the referee and his players. We have attempted to furnish an ample framework, and building should be both easy and fun. In this light, we urge you to refrain from writing for rule interpretations or the like unless you are absolutely at a loss, for everything herein is fantastic, and the best way is to decide how you would like it to be, and then make it just that way! On the other hand, we are not loath to answer your questions, but why have us do any more of your imagining for you? Write to us and tell about your additions, ideas, and what have you. We could always do with a bit of improvement in our refereeing.



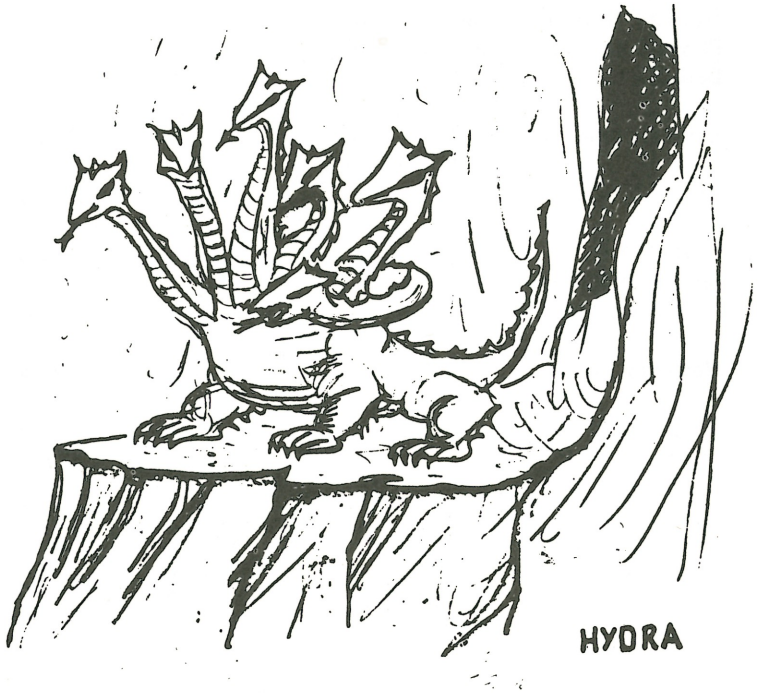
FIGHT ON!

DUNGEONS & DRAGONS

VOLUME 3

THE UNDERWORLD & WILDERNESS ADVENTURES

BY
GARY GYGAX & DAVE ARNESON



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Water Elemental: A Water Elemental can prevent a ship from moving. It can overturn small vessels.

Giant Leeches: Found only in swampy terrain, these monsters move at 6" per turn. When they attack a hit means that rather than score damage to their opponents they have attached themselves, and every two turns they will drain one life energy level. They can only be killed to detach them. Giant Leeches take from 2-12 hits to kill. Armor Class 8.

Crocodiles (Including Giant Crocodiles): Crocs move 15" per turn in water, 9" per turn on land. They can upset boats or rafts if of the giant type (20' or longer). They are found in swamps and warm rivers with slow current. Giant crocs score two dice of damage when they hit. They can be rammed by ships, killing them, but possibly causing damage to the ramming vessel (50%) chance unless the ship is ram equipped. Armor Class 5.

Giant Snakes: Moving at a speed of 20" per turn, the great snakes of the Sea (or large lakes) will attack as do Purple Worms. They can take from 6 - 36 hits, and the largest are able to wrap themselves around small ships (Longship or smaller) and cause them to suffer 10% per turn due to constriction. Armor Class 6.

Giant Octopi and Giant Squids: Found only in salt water, these monsters are able to move at 9" and 12" per turn respectively, and once per day they can jet — triple move and squirt out clouds of ink. Octopi take from 4 - 24 hits, and squid take from 6 - 36 hits. Note that each arm may attack. The largest squids attack like giant snakes, except that damage is double. The octopus has rubbery skin, giving it an armor class of 7. The squid has a shell over its stern, so front or arm hits are at Class 7 Armor, while body hits are at Class 3 Armor.

Giant Crabs: As these creatures cannot swim, they are a peril only near beaches and on land. They travel 6" per turn. They attack twice, once for each pincher, and can take from 3 - 18 points of damage. Due to their shells treat them as Class 2 Armor.

Giant Fish: Moving at 30" to 50" per turn, the various forms of giant fish will attack swimmers, small craft, or other monsters nearby. If they attack a small craft, they will become exposed to missile fire for a brief time. Some are able to ram (Moby Dick-types . . .). Harpoons are recommended.

Final Note: If sea monsters or monsters of the sea do not get a ship, perhaps it will sail off the edge of the world!

HEALING WOUNDS:

As noted previously, energy levels can only be regained by **fresh** experience, but common wounds can be healed with the passage of time (or the use of magics already explained). On the first day of complete rest no hit points will be regained, but every other day thereafter one hit point will be regained until the character is completely healed. This can take a long time.

TIME:

As the campaign goes into full swing it is probable that there will be various groups going every which way and all at different time periods. It is suggested that a record of each player be kept, the referee checking off each week as it is spent. Recon the passage of time thus:

SPECIAL SUGGESTIONS FOR MONSTERS IN NAVAL ADVENTURES:

Mermen: Swimmers will travel 15" per turn, and they have a 10% chance per 10 Mermen of grappling any ship which is within 1" of them. They may remain submerged indefinitely, but when underwater their move must be written. When on the surface they are subject to missile fire. If they grapple a ship they must be on the surface. A ship is slowed 2" for every successful grapple.

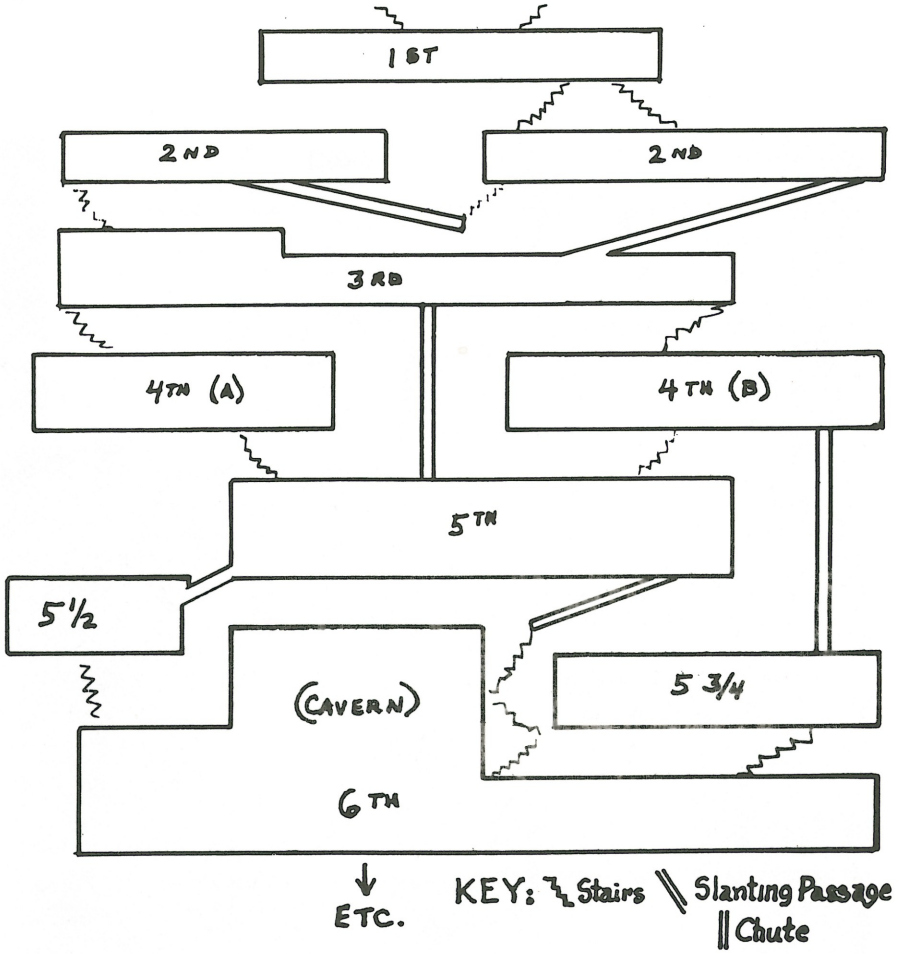
Nixies: These creatures operate only in fresh water moving 9" per turn. It takes 40 of them to make a grappling attempt, which otherwise acts as a grapple by Mermen.

Dragon Turtle: The most fearsome monster of the waters, it dwells in large rivers, lakes or the ocean. They are exceptionally strong, being able to lift any ship upon their back if they happen to come up under it. The Dragon Turtle moves only 9" per turn. The Dragon Turtle can breathe steam in an area like that of the fire of a Red Dragon. Their number of Hit Dice range from 11 - 13. It is in all other respects like dragons, except the Dragon Turtle cannot fly and moves at 3" per turn on land.

THE UNDERWORLD

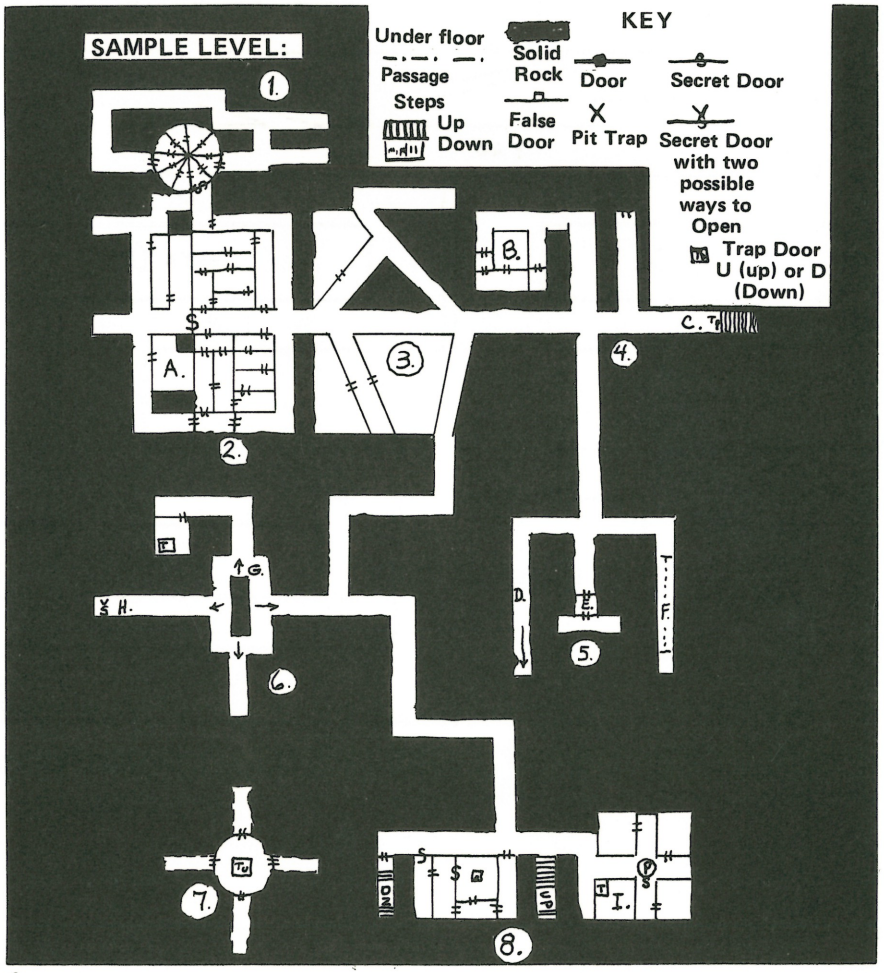
Before it is possible to conduct a campaign of adventures in the mazey dungeons, it is necessary for the referee to sit down with pencil in hand and draw these labyrinths on graph paper. Unquestionably this will require a great deal of time and effort and imagination. The dungeons should look something like the example given below, with numerous levels which sprawl in all directions, not necessarily stack neatly above each other in a straight line.

SAMPLE CROSS SECTION OF LEVELS:



In beginning a dungeon it is advisable to construct at least three levels at once, noting where stairs, trap doors (and chimneys) and slanting passages come out on lower levels, as well as the mouths of chutes and teleportation terminals. In doing the lowest level of such a set it is also necessary to leave space for the various methods of egress to still lower levels. A good dungeon will have no less than a dozen levels down, with offshoot levels in addition, and new levels under construction so that players will never grow tired of it. There is no real limit to the number of levels, nor is there any restriction on their size (other than the size of graph paper available). "Greyhawk Castle", for example, has over a dozen levels in succession downwards, more than that number branching from these, and not less than two new levels under construction at any given time. These levels contain such things as a museum from another age, an underground lake, a series of caverns filled with giant fungi, a bowling alley for 20' high Giants, an arena of evil, crypts, and so on.

A sample level is shown below in order to aid the prospective referee in designing his own game:



SWIMMING:

Men in armor have a chance of drowning. Those in metallic armor must shed their armor or be drowned.

Armor Type	Change of Drowning	Must Remove?
Plate	100%	---
Chain-type	80%	yes
Leather	20%	no
None	05%*	---

Note that in gale and storm conditions there is a 50% chance that any man in the water will drown. Roll for this possibility each turn.

*only if thrown overboard

Assume that one-half of all sailors can swim.

Swimming speed is 3" per turn. Survivors swimming can swim to any ship they can reach and be picked up if the ship is moving at "slow" oared speed or under 15" per turn in any case. Men do not have to allow themselves to be rescued.

Only daggers or wooden weapons which are buoyant can be carried when swimming. Buoyant weapons: wooden club, quarter staff, spear.

SHIP CAPTURE:

A ship is captured when the morale of its crew breaks or when all defenders are dead or overboard.

CREW NUMBERS AND TASKS:

Typical Crew Numbers:

Large Galley*	100 Rowers	50 Marine	20 Sailors
Small Galley**	50 Rowers	20 Marines	10 Sailors
Longship	75 crew (64 rowers maximum)		
Large Merchant	20 Crew		
Small Merchant	15 Crew		
Sailed Warship	15-20 Crew	40-60 Men-at-Arms	

*Catapult fore and aft
**Catapult fore
Catapults fore and aft in castles, all protection typically superior to other ships save the Viking shield wall used only when boarding.

Tasks:

Rowing: For every oarsman short simply reduce speed proportionately, ignoring all fractions. It will typically take about 5% losses to affect speed.

Stepping/Unstepping Masts: This is done only on Galleys and Longships. Ten crew accomplish the task in three turns.

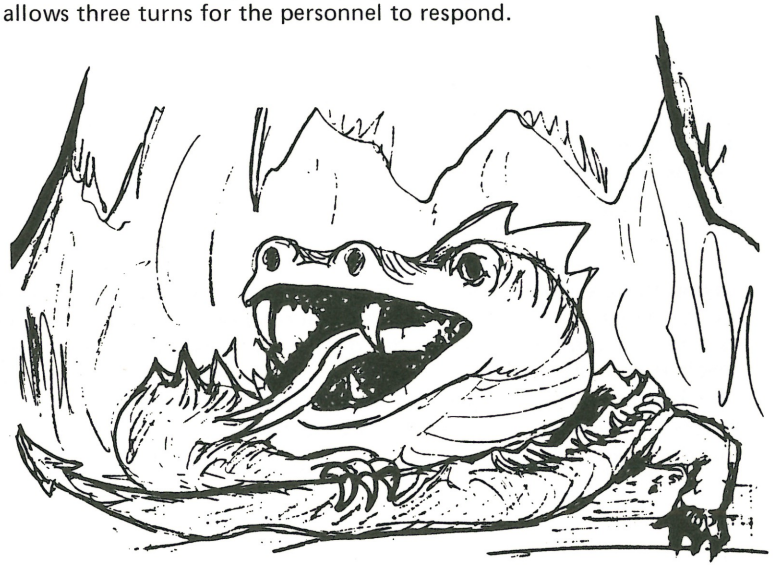
Making and Taking In Sail: Rowed ships need but three crewmen, other vessels six, to make or take in sails.

and strength within any guidelines set down in these rules. So for instance when a giant attacks the door on a standard ship it will probably only cost him half his movement points while it would take ten men an entire turn to break it down. Cutting rigging might be easy for anyone with a battle ax and a strong back but a giant would simply tear it apart like so much string rather than take the time to cut it with a dagger. So, again, say it would take a man with a sword three turns to cut a piece of rigging, or an anchor rope, while a giant would tear it apart in a single turn.

COMMAND CONTROL:

While barbaric warriors such as Vikings do not suffer from lack of command control, more civilized troops do. It is necessary that a leader or one of his lieutenants be nearby to issue orders to men involved in shipboard melees. The range of command control is the Charisma rating as a radius in inches. A leader may have two lieutenants to aid him in command, but a lieutenant has a range equal to his leader's minus one inch. These additional guidelines are suggested:

1. Leaders involved in melee have their command control range halved.
2. Personnel beyond the range of the leader's or lieutenants' command control will not respond.
3. Lieutenants must be within command control range of the leader to pass on orders, or themselvers respond.
4. Monsters and unintelligent creatures do not have command control problems, and they will act according to what is going on around them.
5. Leaders in plain view above their men/subordinates will add 1" to their command control range radius for every 10' they are above them. Thus a leader on a stern castle would be about 20' higher than the deck, and he would add 2" to his range of command control.
6. Personnel engaged in melee will only respond to commands when a roll of 1-4 is made (on a six-sided die). This will be checked each turn. Therefore, orders for withdrawal, for example, can be given for three turns later which allows three turns for the personnel to respond.



SAMPLE MAP OF UNDERWORLD LEVEL:

1. Note stairs down lead through blind passages and return to circular room with wedge-shaped divisions. Unless secret door is located this area will lead nowhere.
2. This is a simple room-labyrinth, generally leading nowhere, but "A" would be a room containing a monster and treasure, i.e. let us say "4 ogres with 2000 G.P. and 1 magic potion."
3. This area simply illustrates the use of slanting passages to help prevent players from accurately mapping a level (exact deviation from cardinal points is quite difficult for them to ascertain).
4. No matter which way west players move they will end up turning into the lair of the monster "B", let us suppose a basilisk. There is a false door in the second passage north. The tunnel to the east contains a trap, "C", a slide to a lower level which is disguised as a set of up stairs.
5. The combinations here are really vicious, and unless you're out to get your players it is not suggested for actual use. Passage south "D" is a slanting corridor which will take them at least one level deeper, and if the slope is gentle even dwarves won't recognize it. Room "E" is a transporter, two ways, to just about anywhere the referee likes, including the center of the earth or the moon. The passage south containing "F" is a one-way transporter, and the poor dupes will never realize it unless a very large party (over 50' in length) is entering it. (This is sure-fire fits for map makers among participants.)
6. Again, here are a couple of fun items to throw at players. "G" is a shifting section of wall, with a secret die roll to determine which way it will go: 1 = N., 2 = E., 3 = S., 4 = W., and 5 & 6 it stays put! Such a section will possibly close one of the four corridors, possibly blocking access to/from the trapdoor located in the room 20' square located in the northwest. Point "H" is a two-way secret door. On a die roll of add, let us suppose, it opens on a room to the west. Otherwise it opens on a passage south. The same trick can be used with staircases, having them go up or down at random.
7. This is the nexus for a modular section which will revolve at random periods. Although the passages north, south, etc. will always remain the same, the areas 10' x 20' beyond will be different at various times. Again, this will frustrate those setting out to map a level. All round rooms must not be nexuses. However, the circular structure in example 1. could, with a bit of alteration be made into one, as could any room of any shape, providing the modules were properly designed so as to rotate around it.
8. Note the pit (X) at the four-way intersection containing a secret door on its south surface. A small tunnel will lead discoverers to the room containing monster "I" . . . a true troll or two perhaps. The western portion contains the room of some evil man, complete with two secret doors for handy escape. There is also a flight of stairs leading down. Falling into the pit would typically cause damage if a 1 or a 2 were rolled. Otherwise, it would only mean about one turn of time to clamber out, providing the character had spikes or associates to pull him out, and providing the pit wasn't one with a snap-shut door and the victim was alone.

In laying out your dungeons keep in mind that downward (and upward) mobility is desirable, for players will not find a game enjoyable which confines them too much. On the other hand unusual areas and rich treasures should be relatively difficult to locate, and access must be limited. The layout of a level will affect the route most often followed by players. Observation of the most frequently used passages and explored rooms will guide the referee in preparation of successive levels, which, of course, should be progressively more dangerous and difficult.

Tricks and Traps: Besides those already indicated on the sample level, there are a number of other easily added tricks and traps. The fear of "death", its risk each time, is one of the most stimulating parts of the game. It therefore behooves the campaign referee to include as many mystifying and dangerous areas as is consistant with a reasonable chance for survival (remembering that the monster population already threatens this survival). For example, there is no question that a player's character could easily be killed by falling into a pit thirty feet deep or into a shallow pit filled with poisoned spikes, and this is quite undesirable in most instances. Here are a few simple items which can be included:

False stairs, either up or down
Steps which lead to a slanting passage, so the player may actually stay on the same level, descend two levels, or ascend two levels
Trap steps which lead up a short distance, but then go downwards for at least two levels, with the return passage blocked by bars or a one-way door
Intra-level teleportation areas, so that a player will be transported to a similar (or dissimilar) area on the same level, possibly activated by touching some item (such as a gem, door, or the like)
Sinking rooms, including rooms which seem to sink, while the doors remain shut fast for a period of several turns
Illusion, mind control, and geas rooms
Sections which dead-end so as to trap players being pursued by monsters
Doors which are openable from one side only, which resist opening from one side, or which appear at random intervals
Natural passages and caverns which have varying width and direction, so that it is virtually impossible to accurately map such areas
Space distortion corridors or stairs which seem longer or shorter than they actually are

Distribution of Monsters and Treasure:

As a general rule there will be far more uninhabited space on a level than there will be space occupied by monsters, human or otherwise. The determination of just where monsters should be placed, and whether or not they will be guarding treasure, and how much of the latter if they are guarding something, can become burdensome when faced with several levels to do at one time. It is a good idea to thoughtfully place several of the most important treasures, with or without monsterous guardians, and then switch to a random determination for the balance of the level. Naturally, the more important treasures will consist of various magical items and large amounts of wealth in the form of gems and jewelry. Once these have been secreted in out-of-the-way locations, a random distribution using a six-sided die can be made as follows:

SHEARING OARS OFF:

Any vessel which passes alongside another vessel which has oars will shear these off, killing 50% of the rowers on that side of the ship. If the vessel shearing the oars is also a rowed ship, its own oars will be sheared off, with the same effect on rowers, unless orders specify that the oars on the side affected are to be shipped.

A ship with sheared oars will be dead in the water for three turns, and thereafter it will move at one-half speed maximum. If it has its oars sheared again it will remain powerless to move by rowing.

GRAPPLING:

Whenever ships come within 1" of each other they may attempt to grapple. Each vessel has a 20% chance of successfully grappling. Assume grappled ships dead in the water.

There is a 20% chance that a grapple can be cut.

It requies only one man to grapple or cut a grapple. Allow three grappling attempts per ship to be made during any turn, and a like number of attempts to cut grapples.

Once grappled, vessels may be boarded.

BOARDING:

To conduct boarding vessels must be grappled. The deck plans of the vessels involved should then be placed in the manner indicated by the grappled models. For every three feet of deck space parallel to the ship to be boarded one man per turn can board. In addition, persons swimming can climb the sides of a ship and board. Once boarders are on the enemy ship combat takes place on a man-to-man basis (CHAINMAIL). Swimmers boarding suffer the penalty of having to fight any defender with the latter above him. Command Control will also play a part.

MELEE:

Use Man-to-Man rules as found in CHAINMAIL.

General Notes on Melee:

1. Figures move towards an objective, other than obvious loot, only when their leader or one of his lieutenants is able to exercise command control. Men will, of course, retreat.
2. Figures which are forced back with no space to retreat to are either forced overboard, forced off the deck they are on, fall from the rigging or surrender if none of the above alternatives apply. Those falling must make saving throws, one chance out of six for every level fallen that damage will be sustained, i.e. a fall from 40 feet will require a 5 or a 6 to save. Damage is determined by rolling a six-sided die for every level, one die for every two levels if the fall is broken by water or some yielding substance. Note that any figures struck by a falling figure must also make saving throws and are subject to damage, just as if they had themselves fallen.
3. Breaking down doors, chopping through walls or decks or cutting rigging should be set by the referee with an eye towards the players individual size

PLAYING AREA:

For movement purposes 1:1200 scale models can be used, so a playing area about the size recommended for aerial combat will suffice. For play involving boarding and melee it will be necessary to prepare deck plans scaled to the size of figures used (or to counters if figures are not used).

WRITTEN ORDERS:

As deatiled under Aerial Combat.

MISSILE FIRE:

All missile fire, including the various forms of catapult fire,are as in CHAINMAIL. Catapult hits will do points of damage to the ships, and when sufficient points have been scored the ship sinks. Large ships have from 18-24 points of possible damage before sinking, small ships have from 9-15, and a boat but 3 points.

RAMMING:

Medieval ships were not generally ram equipped, but there is a possibility of running into ram-equipped vessels, so we offer brief rules for conducting a ram:

1. The ramming ship must have its mast lowered*.
2. Ramming Speed is Fast.
3. A ramming ship must immediately back oars after striking.
4. The rammed ship suffers from 10% to 60% damage, and there is a 25% chance that it is holed below the waterline and will sink in 3-18 turns unless patched.
5. Patching a hole below the waterline requires 5 turns of work by ten men, and there is a 25% chance the job will not hold, requiring another five turns to replace.
6. A vessel rammed in the side loses 20% of its crew, 15% must be rowers if the ship is oared; a vessel rammed astern or bow on loses 5% of its crew, none of whom to be rowers.
7. Ramming does not affect grappling.

GARGOYLE

1. Roll the die for every room or space not already allocated. A roll of a 1 or 2 indicates that there is some monster there. The monster(s) can be selected by use of the Monster Determination & Level of Monster Matrix which is given later in this booklet. The number of monsters is best determined by the level being considered and the kind of monster inhabiting the room or space. The Monster Table from Volume II can be most helpful here. Note that Ochre Jellies, Black Puddings, Green Slime, etc. are generally distributed randomly, usually in passages, without treasure.

2. Roll again for every room and space. A roll of 1-3 in those rooms or spaces with monsters in them indicates some form of treasure is present. A roll of 1 in a room or space which is unoccupied indicates that there is some form of treasure there.

3. To determine the kind of treasure use the following table:

Level Beneath Surface	Silver	Gold	Gems/Jewelry	Magic
1	100*	10*	05% each*	05%
2-3	100**	100*	10% each*	05%
4-5	1000*	200*	20% each*	10%
6-7	2000*	500*	30% each*	15%
8-9	5000*	1000*	40% each**	20%
10-12	5000*	2000*	50% each**	25%
13 or more	10000*	5000*	50% each**	30%

*multiply by number rolled on a six-sided die
**multiply by number rolled on a twelve-sided die

Silver will always be in the treasure.
Gold will be in the treasure 50% of the time.
Gems/Jewelry will be in the treasure as indicated by the percent given.
Magic will be in the treasure as indicated by the percent given.

BASILISK

Unguarded Treasures should be invisible, hidden behind a secret door or under the floor, locked in hard-to-open strong boxes with poison needles or deadly gas released when they are opened. (There are many variants of the above possible, and many other types of protection which can be devised.)

Maintaining Freshness: As monsters inhabiting the rooms, spaces and corridors of a level are killed or captured, the level will become drab and dull. Coupled with this problem, players will have made fairly accurate maps of the level, so it will be challengeless this way also. Remembering that egress to lower levels is desirable, one must nevertheless revamp worn levels by one or more of the several methods suggested below:

1. Make minor alterations with eraser and pencil, blocking passages, making new ones, dividing rooms, and filling in others.

2. Extend the boundaries of the map, if not already filled to the edges of the paper, adding corridors and rooms.

3. Replace monsters in new areas as well as those less-frequented old areas where monsters were located and removed sometime previously.

4. Reverse directions on the map, carefully relocating ways down to lower levels so as they still correspond to markings below, and do the same for passages upwards.

5. Add a passage which continues past the established boundary of the level, creating a split or sub-level which it leads to, complete with new treasure and monsters.

Using these suggestions, and whatever else you dream up, there is no reason why participants in the campaign should not continue to find mystification, enjoyment, excitement, and amusement in the challenge of the myriad passages of the dungeons.

THE MOVE/TURN IN THE UNDERWORLD:

In the underworld all distances are in feet, so wherever distances are given in inches convert them to tens of feet.

Movement (distances given in Vol. 1) is in segments of approximately ten minutes. Thus it takes ten minutes to move about two moves — 120 feet for a fully-armored character. Two moves constitute a turn, except in flight/pursuit situations where the moves/turn will be doubled (and no mapping allowed).

Time must be taken to rest, so one turn every hour must be spent motionless, and double the rest period must be taken after a flight/pursuit takes place.

Time spent searching for anything (secret passages, hidden treasure, etc.), loading treasure, listening, ESP'ing, hiding, will be adjudged by the referee as to what portion of a turn will be used by the activity. Typically, ESP'ing will take but a quarter turn, while searching a ten foot section of wall for secret passages will require a full turn.

Melee is fast and furious. There are ten rounds of combat per turn.

It is not possible to go from slow to fast speed in an oared ship. The increase in speed must be gradual, although it is possible to quickly decrease speed by backing oars:

From Speed	To Speed
Fast	Slow
Cruise	Stop
Stop	Back Slow
Back Slow	Back Cruise
Stop	Slow
Slow	Cruise
Cruise	Fast

Sailed Movement: The first number given for Sailed Movement is with a light to moderate breeze, and the second is for a fresh to strong breeze. Any wind under light is considered calm, and only oared movement is possible. Anything above a strong breeze makes sailing impossible, and the vessels must simply run before the storm, moving 3" per turn in the direction the wind is blowing.

Sailing in a river is possible, but at one-half the speeds listed, excluding the bonus/penalty for movement with/against the current.

WIND FORCE AND DIRECTION:

Wind Force is determined by rolling two six-sided dice:

Dice Score	Result
2-3	Calm
4-8	Light to Moderate Breeze
9-11	Fresh to Strong Breeze
12	Gale or Storm

Galleys in a Fresh to Strong breeze have a 10% chance per turn of shipping water. If water is shipped the galley automatically loses 25% of its speed. If a galley ever loses 75% of its speed in such a situation it will sink.

Wind Direction is determined by rolling an eight-sided die:
1 = North, 2 = Northeast, 3 = East, 4 = Southeast, 5 = South, 6 = Southwest, 7 = West, and 8 = Northwest.

TURNING:

For every 10" moved an oared ship being rowed may turn up to 45 deg. For every 12" of sailed movement a vessel may turn up to 30 deg.

OPEN SEAS:

Galleys may not operate on the open seas, i.e. ocean, for the waves are too high for ships pierced for oars to survive in. This is not true for Viking longships, for they were pierced high on the freeboard.

while scores over 7 indicate a hit right and/or long of the target. For each integer removed from seven roll one die for the number of inches away from the target, i.e. a score of 4 is three integers removed from 7, so three dice are rolled for the distance in inches of the miss. A die is also rolled to determine where the bomb lands: 1, 2 it is left or right; 3, 4 it is left or right and short or long; and 5, 6 it is short or long.

Creatures carrying a bomb load will incur a movement penalty of one-third of their maximum movement capability.

MELEE:

When opponents are within the range indicated for melee (3") then combat takes place. Of course if one opponent is in a position where the other cannot strike, then only one will be able to attack, just as in combat on land.

NAVAL COMBAT:

TYPES OF VESSELS AND MOVEMENT:

The basic types of vessels and their movement by sail or by oar/pole are given below. Note that crew size will affect them, as detailed hereafter. Other types of vessels can be added at the referee's discretion.

	Oared Movement				Sailed Movement		
Type	Slow	Cruise	Fast	Running	Broad Reaching	Qtr. Reaching	Beating
Galley, Lg	10	15	25	20/25	15/20	10/15	---
Galley, Sm.	15	20	30	25/30	20/25	15/20	---
Longship	12	18	25	30/35	25/30	20/25	---
Merchant, Lg.	–	–	–	20/30	18/27	15/24	10/20
Merchant, Sm.	–	–	–	25/35	22/32	20/30	15/25
Sailed Warship	–	–	–	25/35	22/32	20/30	15/25
Boat	10	15	20	15/20	12/17	10/15	5/10
Raft	–	10	–	10/15	6/10	---	---

Oared Movement: The three speed classifications are based on a full crew of well-rested and strong rowers. The number of turns that a stroke can be kept up is based on the fatigue factor. A fresh crew will have 30 fatigue factors to ex- (Vikings 40).

Rest Gains . . . . . 1 Fatigue Factor
Slow Movement expends . . . . . 2 Fatigue Factors
Cruise Movement expends . . . . . 3 Fatigue Factors
Fast Movement expends . . . . . .10 Fatigue Factors

Oared movement with a current is at a 5" bonus, while against current it is at a 5" penalty.

Backing speed is One-half forward speed.

Secret passages will be located on the roll of a 1 or a 2 (on a six-sided die) by men, dwarves or hobbits. Elves will be able to locate them on a roll of 1-4. At the referee's option, Elves may be allowed the chance to sense any secret door they pass, a 1 or a 2 indicating that they become aware that something is there. Generally, doors will not open by turning the handle or by a push. Doors must be forced open by strength, a roll or a 1 or 2 indicating the door opens, although smaller and lighter characters may be required to roll a 1 to open doors. There can be up to three characters attempting to force open a door, but this will disallow them rapid reaction to anything awaiting them on the other side. Most doors will automatically close, despite the difficulty in opening them. Doors will automatically open for monsters, unless they are held shut against them by characters. Doors can be wedged open by means of spikes, but there is a one-third chance (die 5-6) that the spike will slip and the door will shut.

Traps are usually sprung by a roll or a 1 or a 2 when any character passes over or by them. Pits will open in the same manner.

When characters come to a door they may "listen" to detect any sound within. Note "Undead" never made any sound. A roll of 1 for humans, and 1 or 2 for Elves, Dwarves, or Hobbits will detect sound within if there is any to be heard. A good referee will have noise corridors (moaning, clanking, etc.) and rooms from whence come shuffling or muttering sounds.

In the underworld some light source or an infravision spell must be used. Torches, lanterns and magic swords will illuminate the way, but they also allow monsters to "see" the users so that monsters will never be surprised unless coming through a door. Also, torches can be blown out by a strong gust of wind. Monsters are assumed to have permanent infravision as long as they are not serving some character.

While some referees allow Fire Balls and Lightning Bolts to be hurled in confined spaces, blasting sections of the stone equal to the remainder of their normal shape, it is suggested that the confined space cause these missiles to rebound toward the sender, i.e. a Lightning bolt thrown down a corridor 40 feet long will rebound so as to reach its stated length of 6" (60 feet underground), and this will mean the sender is struck by his own missile. It may also be compromised, allowing say two feet of stone wall to be destroyed (allowing one foot of stone destroyed for every ten feet the space is short of full distance) and rebounding the missile one-half the distance short.

UNDERWORLD MONSTERS:

Sighting Monsters: Players will see monsters at 20 - 80 feet (roll a pair of four-sided dice to determine the distance) unless they are surprised by the monster.

Surprise: A Condition of surprise can only exist when one or both parties are unaware of the presence of the other. Such things as ESP'ing, light, and noise will negate surprise. If the possibility for surprise exists roll a six-sided die for each party concerned. A roll of 1 or 2 indicates the party is surprised. Distance is then 10 - 30 feet.

Surprise gives the advantage of a free move segment, whether to flee, cast a spell or engage in combat. If monsters gain surprise they will either close the distance between themselves and the character(s) (unless they are intelligent and their prey is obviously too strong to attack) or attack. For example a Wyvern surprises a party of four characters when they round a corner into a large open area. It attacks as it is within striking distance as indicated by the surprise distance deter-

mination which was a 2, indicating distance between them was but 10 feet. The referee rolls a pair of six-sided dice for the Wyvern and scores a 6, so it will not sting. It bites and hits. The Wyvern may attack once again before the adventurers strike back.

Wandering Monsters: At the end of every turn the referee will roll a six-sided die to see if a "wandering monster" has been encountered. A roll of 6 indicates a wandering monster has appeared. The direction of appearance is determined by random number generation considering the number of possible entries. Distance and surprise are decided in the usual manner. The kind of monster is determined on the table below. (For wilderness encounters an entirely different table will be used).

MONSTER DETERMINATION AND LEVEL OF MONSTER MATRIX:

Level Beneath the Surface	Consult Monster Level Table Number					
	1	2	3	4	5	6
1	Die 1-2	3-4	5	6	—	—
2	1	2	3-4	5	6	—
3	—	1	2	3-4	5	6
4-5	—	—	1	2-3	4-5	6
6-7	—	—	—	1	2-4	5-6
8-9	—	—	—	—	1-2	3-6
10-12	—	—	—	—	1	2-6
13+	—	—	—	—	—	1-6

MONSTER LEVEL TABLES:

1	Die	2	Die
Kobolds	1	Hobgoblins	1
Goblins	2	Zombies	2
Skeletons	3	Lizards	3
Orcs	4	Warriors	4
Giant Rats	5	Conjurers	5
Centipedes	6	Gnolls	6
Bandits	7	Thouls	7
Spiders	8	Ghouls	8
		Berserkers	9
		Theurgists	0

3	Die	4	Die
Wights	1	Wraiths	1
Heros	2	Ogres	2
Giant Hogs	3	Evil Priests	3
Giant Ants	4	Myrmidons	4
Ochre Jelly	5	Giant Beetles	5
Thaumaturgists	6	Giant Scorpions	6
Swashbucklers	7	Lycanthropes	7
Magicians	8	Gargoyles	8
Giant Snakes	9	White Apes	9
Giant Weasles	0	Enchanters	0

MISSILE FIRE:

Air-to-Air: Treat as normal missile fire, but include the Chance to Hit Flying Creature and Critical Hit Table below.

Air-to-Ground/Ground-to-Air: Treat as normal, except that the usual form of catapult fire will not be allowable. A sling-ended catapult can fire a load of small stones in a "shotgun effect". The flight curve of such fire is considered to reach its apex at one-half the total range of the missile and to be equal in height to the full range for counterpoised catapults and equal to one-half the range in other forms of catapults. Use a spherical "Hit Area" for these if a target is in the curve. Note that a tension-type of light catapult can be employed to fire large darts (two dice of damage) into the air, even straight up, at the maximum range for such catapults, and no minimum range is applicable.

Hit On Flying Creature:

Attack	Hit Location				
Position:	Rider	Head	Wing	Body	Tail
Front	1-2	3-4	5-6	7-0	- - -
Side	1	2-3	4-5	6-9	0
Top	1	2-3	4-7	8-9	0
Bottom	- - -	1-2	3-5	6-9	0
Tail	1-2	3	4-5	6-8	9-0

If there is no rider, and the Hit Location indicates that is the area of hit, simply score it as a body hit.

Critical Hit Table:

Hit Location:	Probability of Critical Hit =	Speed Reduced One-Half	Dive and Land	Withdraw from Battle	Crash — Dead In Air
Rider*	25%	- - -	- - -	100%	- - -
Head	20%	10%	30%	40%	20%
Wing	20%	50%	20%	30%	- - -
Body	10%	30%	30%	30%	10%
Tail	NIL	- - -	- - -	- - -	- - -

*Includes all non-player characters under the third level.

Crash—for every 1" of height a rider must throw one six-sided die for damage occurring from the crash, i.e. a crash from 12" means twelve dice must be rolled and their total scored as points of damage incurred by the creature's rider.

Bombing: If necessary this form of attack can be allowed, with the largest flying creature able to carry a bomb load equal to the missile from a large catapult, smaller creatures carrying proportionately smaller loads. Bombing runs must be in a straight line for the whole turn of movement, although diving is allowable. To determine where the bomb hits, roll a pair of six-sided dice, a score of 7 indicating a direct hit. Scores under 7 indicate a hit left and/or short of the target;

MOVEMENT:

Straight Ahead: At the movement rate of the creature.

Turns: The relative size of the creature dictates how many can be made during a move, and how many spaces (inches) must be traveled between each turn. Size categories are:

Category	Number of Turns per Move	Number of Spaces between Turns
Sprite, Large Bird, or Large Insect	5	1
Man, Flying Broom, or Undead flyer	4	2
Balrog, Cockatrice, or Gargoyle	3	3
Pegasus, Hippogriff or Air Elemental	6	3
Flying Carpet, Manticore, or Wyvern	4	4
Chimera, Dragon, Roc, or Giant Insect	3	5
Giant Reptile	2	6

Diving: Diving movement can be straight ahead or include turns. Altitude lost cannot exceed one-half the total movement distance of the creature (or thing), unless a Sharp Dive is indicated. A sharp dive allows the creature doing so to add 50% to his movement distance, but movement is straight ahead, and is at a rate of but one inch for every ten inches dived.

Climbing: To climb the creature moves ahead the number of inches equal to the number of inches of height climbed. The cost of climbing is twice the number of inches climbed plus the number of inches equal to the "Number of Spaces between Turns" requirement, i.e. 6 (6") for a giant reptile.

Other Maneuvers: Any other maneuvers are optional at the discretion of the campaign referee.

5	Die	6	Die
Trolls	1	Giants	1
Superheros	2	Hydra (9-12 heads)	2
Wyverns	3	Dragons	3
Spectres	4	Basilisks	4
Mummies	5	Gorgons	5
Minotaurs	6	Chimeras	6
Manticores	7	Vampires	7
Cockatrices	8	Lords	8
Sorcerers	9	Balrogs	9
Wyverns	10	Wizards*	10
Hydra (6-8 Heads)	11	Evil High Priests*	11
Medusae	12	Purple Worms	12

*Typically each will be accompanied by from 1 - 4 apprentices (Enchanters/Evil Priests) and 1 - 6 body-guards (levels 4 - 6) fighter-type.

Other monsters to consider, depending upon the level and the surroundings: Giant Crabs, Giant Leeches, Giant Octupi, Crocodiles, Giant Squids, Sea Monsters, Nixies, Mermen, Griffons, Pterodactyles, Rocs, Invisible Stalkers, Cyborgs, Robots, Androids, Shadows, Dopplegangers.

Number of Wandering Monsters Appearing: If the level beneath the surface roughly corresponds with the level of the monster then the number of monsters will be based on a single creature, modified by type (that is Orcs and the like will be in groups) and the number of adventurers in the party. A party of from 1-3 would draw the basic number of monsters, 4-6 would bring about twice as many, and so on. The referee is advised to exercise his discretion in regard to exact determina-

tions, for the number of variables is too great to make a hard and fast rule. There can be places where 300 Hobgoblins dwell, but how many can come abreast down a typical passage in the dungeons? Allow perhaps 3 in a ten foot wide passage, and the balance will either be behind the front rank or fanning out to come upon the enemy by other routes. The most fearsome man or monster can be overwhelmed by sheer numbers of smaller/weaker creatures provided the latter are able to close!

Avoiding Monsters: Monsters will automatically attack and/or pursue any characters they "see", with the exception of those monsters which are intelligent enough to avoid an obviously superior force. There is no chance for avoiding if the monster has surprised the adventurers and is within 20 feet, unless the monster itself has been surprised. If the adventurers choose to flee, the monster will continue to pursue in a straight line as long as there is not more than 90 feet between the two. When a corner is turned or a door passed through or stairs up or down taken the monster will only continue to follow if a 1 or a 2 is rolled on a 6-sided die. If a secret door is passed through the monster will follow only on a roll of 1. Distance will open or close dependent upon the relative speeds of the two parties, men according to their encumberance and monsters according to the speed given on the Monster Table in Volume II. In order to move faster characters may elect to discard items such as treasure, weapons, shields, etc. in order to lighten encumberance.

There is a 25% chance that any character surprised by a monster will drop some item. If he does, roll for the possibilities remembering that only these items held could be so dropped.

Burning oil will deter many monsters from continuing pursuit.

Edible items will have a small likelihood (10%) of distracting intelligent monsters from pursuit. Semi-intelligent monsters will be distracted 50% of the time. Non-intelligent monsters will be distracted 90% of the time by food.

Treasure will have the opposite reaction as food, being more likely to stop intelligent monsters.

Random Actions by Monsters: Other than in pursuit situations, the more intelligent monsters will act randomly according to the results of the score rolled on two (six-sided) dice:

2 - 5	negative reaction
6 - 8	uncertain reaction
9 - 12	positive reaction

The dice score is to be modified by additions and subtractions for such things as bribes offered, fear, alignment of the parties concerned, etc.

EXAMPLE OF THE REFEREE MODERATING A DUNGEON EXPEDITION:

The players, equipped and ready, are assumed to have located a set of stairs descending to the first level beneath the ground. The Referee's part will be indicated REF, that of the "Caller" for the players being shown as CAL.

REF: Steps down to the east.
CAL: We're going down.
REF: 10', 20', 30' – a 10' square landing – steps down to the north and curving down southeast.

LAND COMBAT:

The basic system is that from CHAINMAIL, with one figure representing one man or creature. Melee can be conducted with the combat table given in Volume I or by the CHAINMAIL system, with scores equalling a drive back or kill equal only to a hit. Battles involving large numbers of figures can be fought at a 20:1 ratio, with single fantastic types fighting separately at 1:1 or otherwise against but a single 20:1 figure.

AERIAL COMBAT:

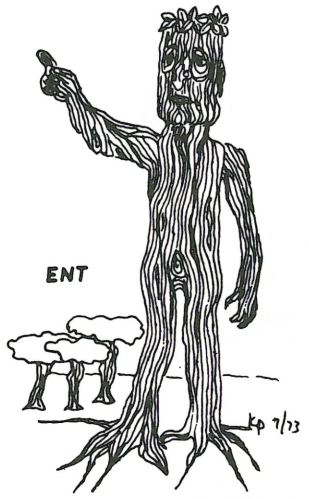
Many of the most interesting battles take place in the air, so we offer you "Battle in the Skies", or "BITS" (with no apologies to Mike Carr, creator of Fight in The Skies). Most firing and melee is based on CHAINMAIL.

PLAYING AREA:

Paper counters and a hexagon or staggered-square playing board should be used in those cases where it is not possible to use miniature figures. It is also necessary that height be noted by use of a counter. Counters numbered in 1" increments can be prepared, and the appropriate one be placed with the unit when the turn is finished, thus indicating height in inches. The board must be large enough to allow movement of the fastest flying creature, so it must be at least 48 x 48. If figures are used, a playing area of 6' x 6' is ideal.

WRITTEN ORDERS:

It is suggested that orders be written so that simultaneous movement is possible. Orders need only indicate the direction, length, and altitude gain or loss. Firing missiles is always allowable at the end of a turn unless the firer is meleed and unable to do so; it is therefore unnecessary to record firing instructions.



PLAYER/CHARACTER SUPPORT AND UPKEEP:

Player/Characters must pay Gold Pieces equal to 1% of their experience points for support and upkeep, until such time as they build a stronghold. If the stronghold is in a wilderness area all support and upkeep costs then cease, but if it is in a village or town not controlled by the player/character then support and upkeep payments must continue.

BARONIES:

Another advantage accruing to those who build their strongholds in the wilderness is that they will gain control over the surrounding countryside. Clearing the countryside of monsters is the first requirement. The player/character moves a force to the hex, the referee rolls a die to determine if there is a monster encountered, and if there is one the player/character's force must remove it. If no monster is encountered the hex is already cleared. Territory up to 20 miles distant from a stronghold may be kept clear of monsters once cleared – the inhabitation of the stronghold being considered as sufficient to maintain the monster-free status.

Within each territory there will be from 2-8 villages of from 100-400 inhabitants each. This populace will bring in annual tax revenue equal to 10 Gold Pieces each. The referee may also allow various investments in the territory, adjudicating revenue according to investment and area potential. Some possible investments are:

Road Building	Armories	Ship Building
Canals	Animal Breeding	Sea Trade
Inns	Farming	Land Trade
Hunting	Fishing	Trapping
Relition	Exploration	Tourism

Successful investments will also have the effect of increasing the population of the investor's territory, providing the area of investment does not specifically preclude such (unting and trapping would do so, for example).

ANGRY VILLAGER RULE:

Anyone who has viewed a horror movie is aware of how dangerous angry villagers are. Whenever the referee finds that some player has committed an unforgiveable outrage this rule can be invoked to harass the offender into line. Within the realm of angry villagers are thieves from the "thieves' quarter", city watches and militia, etc. Also possible is the insertion of some character like Conan to bring matters into line.

OTHER WORLDS:

There should be no "natural laws" which are certain. Space could be passable because it is filled with breathable air. On the other hand the stars could be tiny lights only a few hundred miles away. Some areas of land could be gates into other worlds, dimensions, times, or whatever. Mars is given in these rules, but some other fantastic world or setting could be equally as possible. This function is up to the referee, and what he wishes to do with it is necessarily limited by his other campaign work. However, this factor can be gradually added, so that no sudden burden will be placed upon the referee.

CAL: Take those to the southeast.

REF: 10', and the steps curve more to the south; 20'. Steps end, and you are on a 10' wide passage which runs east, southeast, and west. There is a door to your left across the passage on a northwest wall.

CAL: Listen at the door – three of us.

REF: (After rolling three dice) You hear nothing. (At this time a check for wandering monsters is also made.)

CAL: Ignore the door and proceed along the corridor southeastwards.

REF: 10', 20', 30', 40', 50'. "Four way": Northwest, northeast, south and southwest – the south passage is 20' wide.

CAL: Go south.

REF: 10'-70': passage continues, doors east and west.

CAL: Listen at the east door.

REF: (After appropriate check) You hear shuffling.

CAL: Two of us (specifying which two) will throw our weight against the door to open it. All will be ready for combat.

REF: (After rolling two dice:) The door opens! You can't be surprised, but the monsters – you see half-a-dozen gnolls – can be (Here a check for surprise is made, melee conducted, and so on.)

CAL: Okay, what does the room look like – we're examining the walls, ceiling, floor, and contents of the room itself.

REF: (After checking to see if dwarves and/or elves are in the party:) The room is a truncated pyramid. The east wall is the truncated part, directly opposite the door you entered. It is 10' long with another door in it. The walls connecting it to the west wall, the place you entered, are each about 35' long. The west wall, which is where you entered is 30' long with a door in the middle of the wall. The elf has noted that there seems to be a hollow spot near the east end of the southeast wall. The floor and ceiling seem to have nothing unusual. The room contains the bodies of the gnolls, a pile of refuse in the north corner of the west wall, and two trunks along the wall opposite the one which sounds hollow.

CAL: The elf will check out the hollow sound, one of us will sort through the refuse, each trunk will be opened by one of us, and the remaining two (naming exactly who this is) will each guard a door, listening to get an advance warning if anything approaches.

REF: Another check on the hollow sound reveals a secret door which opens onto a flight of stairs down to the south. The refuse is nothing but sticks, bones, offal and old clothes. One chest is empty; the other had a poison needle on the lock. (Here a check to see if the character opening it makes his saving throw for poison.) The chest with the poison needle is full of copper pieces – appears to be about 2,000 of them.

CAL: Empty out all of the copper pieces and check the trunk for secret drawers or a false bottom, and do the same with the empty one. Also, do there seem to be any old boots or cloaks among the old clothes in the rubbish pile?

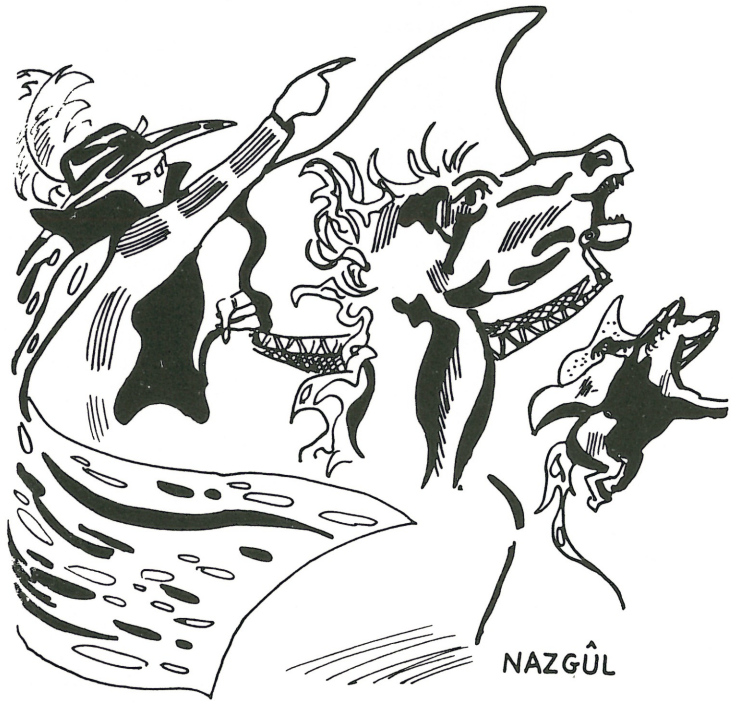
REF: (Cursing the thoroughness of the Caller!) The seemingly empty trunk has a false bottom . . . in it you have found an onyx case with a jeweled necklace therein. The case appears to be worth about 1,000, and the necklace 5,000 Gold Pieces. Amidst the litter the searcher has located a pair of old boots, but there is nothing like a cloak there

CAL: The boots will be tried on now to see if they allow silent movement – we can use a set of Elven Boots! I will secure the case and necklace in my back pack, while the others will, by turn, fill their packs with coppers.

REF: This will require four turns. (He checks for monsters wandering in, and on the forth try one is indicated. However, as there was a listener at the door it is approaching, he also checks to see if it is detected, allowing a good probability that it will be heard.) As you complete your loading the dwarf at the west door detects heavy footsteps approaching. The boots, by the way, are Elven-type . . .

CAL: EXCELLENT! Our Magic-User will cast a HOLD PORTAL on the west door while the elf opens the secret one. We will then all beat a hasty retreat down the stairs to the south. Onward, friends, to more and bigger loot!

With appropriate variations for ability to detect and/or see what is around them, the adventure will continue in this manner until the party leaves the dungeons or are killed therein.



THE WILDERNESS:

The so-called Wilderness really consists of unexplored land, cities and castles, not to mention the area immediately surrounding the castle (ruined or otherwise) which housed the dungeons. The referee must do several things in order to conduct wilderness adventure games. First, he must have a ground level map of his dungeons, a map of the terrain immediately surrounding this, and finally a map of the town or village closest to the dungeons (where adventruers will be most likely to base themselves).

Smith: As already mentioned, a Smith is able to assist an Armorer. For every 50 horses or mules in a player/character's force there must be one Smith to maintain them.

Spy: There are two ways to acquire a Spy: The Spy can be hired and then await inclusion in the desired force, or he can be ordered to make himself available to this force. A Spy can also be gained through corruption. In this latter method the player/character desiring to acquire a Spy in the enemy's camp offers a bribe to some member of that camp. If it is accepted there is a very high probability of the Spy then faithfully performing his duties thereafter. Chances are only determinable by the referee. Information gained by any Spy is also passed on by the referee.

MEN-AT-ARMS:

Hired fighters can be men, dwarves or elves. Chaotic characters may wish to employ Orcs; Orc support and upkeep is only half that of a man. Men-at-Arms require support and upkeep as follows:

	Monthly Cost in Gold Pieces			
Classification	**Man**	**Dwarf**	**Elf**	**Orc**
Non-Fighter	1	- - - -	- - - -	- - - -
Light Foot	2	- - - -	- - - -	1
Heavy Foot	3	- 4	5	1-1/2
Archer	5	- - - -	10	3
Crossbowman	4	5	- - - -	- - - -
Longbowman	10	- - - -	- - - -	- - - -
Light Horseman	10	- - - -	- - - -	- - - -
Medium Horseman	15	- - - -	- - - -	- - - -
Heavy Horseman	20	- - - -	- - - -	- - - -

OBTAINING SPECIALISTS & MEN-AT-ARMS:

In order to hire either of these classes of persons it is necessary to do one or both of the following: Post notices in conspicuous places, stating the positions open and who is offering such employ; or have servitors circulate in public places, seeking such persons as are desired. The weekly cost of either method is from 100-600 Gold Pieces. The referee must determine the probability of the success of the attempt based upon the generosity of the offer made and so on. Elves and Dwarves are not common, and specialists are even less so.

RUMORS, INFORMATION, AND LEGENDS:

Such activity as advertising will certainly gain the notice of the locals and begin a chain of rumors. So will almost any other unusual activity. Even the departure of a party from a town is likely to be noticed. Obtaining such news is usually merely a matter of making the rounds of the local taverns and inns, buying a round of drinks (10-60 Gold Pieces), slipping the barman a few coins (1-10 Gold Pieces) and learning what is going on. Misinformation is up to the referee. Legends will be devised by the referee as the need arises, but they are generally insinuated in order to lead players into some form of activity or warn them of a coming event.

SPECIALISTS:

There are a number of specialists available to those in positions of power, i.e. with their own strongholds. The list is merely typical, and the referee can modify it as he desires:

Specialist	Cost	Specialist	Cost
Alchemist	1000/month	Sage	2000/month
Armorer	100/month	Seaman	10/month
Assassin	2000/mission	Ship Captain	250/month
Animal Trainer	500/month	Smith	25/month
Engineer	750/month	Spy	500/mission

Alchemist: Given a formula, the Alchemist can duplicate it to make a similar potion at a cost of one-half the potion's value. Alchemists may conduct research, but the time and expense are twice that of a Magic-User, and they may only work on poisons.

Armorer: It is manditory that there be one Armorer for every 50 fighters in a player/character's employ in order to maintain the arms and armor of such men, elves, or what have you. An armorer can also make arms and armor, providing he has no maintenance duties to perform. Unassisted he can make one suit of armor, or three shields, or five weapons per month. With two assistants (one must be a Smith) he can double this volume, and with six assistants (two must be Smiths) the volume can be trebled.

Assassin: The role of this hireling is self-evident. The referee will decide what chance there is of his mission being accomplished by noting the precautions taken by the intended victim. Assassins are not plentiful, and some limit on the number employable during any game year must be enforced.

Animal Trainer: Each Animal Trainer is capable of training but one kind of animal, and one is necessary to train any animal other than horses or mules, for example. Thus if a player wishes to raise a herd of Hippogriffs, a trainer is necessary. An Animal Trainer can handle about six animals. The length of time necessary to completely train the animals is up to the referee.

Engineer: It is manditory to hire an Engineer to build any major stronghold or conduct a siege. Any tunneling must be supervised by an Engineer.

Sage: The Sage can function only in an advisory capacity. They are employable only by Fighting-Men. Depending on the willingness of the referee to become involved, there is no limit to the number of Sages possible. Utmost descretion is required when the referee is acting in this role.

Seaman: All ships must be manned by a crew of Seamen under a Ship Captain. The number required is stated in the naval rules section herein. Generally, Seamen will not be fighters, but those that are able to fight will receive pay both as a Seaman and as a fighter, according to their classification.

Ship Captain: A self-explanatory role.

"Blackmoor" is a village of small size (a one-horse town), while "Grayhawk" is a large city. Both have maps with streets and buildings indicated, and players can have town adventures roaming around the bazaars, inns, taverns, shops, temples, and so on. Venture into the Thieves' Quarter only at your own risk!

The terrain beyond the immediate surroundings of the dungeon area should be unknown to all but the referee. Off-hand adventures in the wilderness are made on the OUTDOOR SURVIVAL playing board (explained below). Exploratory journies, such as expeditions to find land suitable for a castle or in search of some legendary treasure are handled in an entirely different manner.

OUTDOOR SURVIVAL has a playing board perfect for general adventures. Catch basins are castles, buildings are towns, and the balance of the terrain is as indicated.

Castles: As stated, the ponds indicate Castles. The inhabitants of these strongholds are determined at random. Occupants of these castles will venture out if a party of adventurers passes nearby. If passing over the castle hex there is a 50% chance (die 1-3) that they will come out, if one hex away there is a 33-1/3% chance (die 1-2), and if two hexes away there is only a 16-2/3% chance (die 1). If the party is on the castle hex and hails the castle, the occupants will always come forth if the party is not obviously very strong and warlike. Patriarchs are always Lawful, and Evil High Priests are always Chaotic. All other castle inhabitants will be either hostile to the adventurers (die 1-3) or neutral (die 4-6). Determine the occupant of a castle as follows:

Die	Occupant	Type of Guards/Retainers in Castle (The number after indicating the type die to use to determine how many)			
		Die -1	2	3	4
1	Lord	Champs.[8]	Griffons*[6]	Myrmi's.[10]	Giants[4]
2	Superhero	Myrmi's.[8]	Rocs*[4]	Ogres[4]	S'bucks.[10]
3	Wizard	Dragons[4]	Balrogs[4]	Wyverns[4]	Blsks.[4]
4	Necromancer	Chmrs.[4]	Mntcrs.[6]	Lycs.[12]	Grgyls.[12]
5	Patriarch	Heros[20]	S'heros[6]	Ents[10]	H'griffs*[8]
6	Evil H.P.	Trolls[10]	Vmprs.[6]	W. Apes[20]	Spectres[10]

*With a like number of Heros riding these creatures.

Fighting Men within castles will demand a jousting match with all passersby of like class. Otherwise they will demand a toll of from 100 to 600 Gold Pieces from the party. If a joust takes place (use rules from CHAINMAIL) the occupant of the castle will take the loser's armor if he wins, but if the character wins the castle owner will host all in the party for up to one month, supply them with two weeks of rations, and provide warhorses (Heavy) if the party so requires.

Magic-Users from castles will send passersby after treasure by Geas if they are not hostile, with the Magic-User taking at least half of all treasure so gained, the Magic-User having first choice of magical items and automatically choosing Miscellaneous Magic, Wands/Staves, or Rings (in that order) in preference to other items. Otherwise, the Magic-User will require a magical item from the passersby as toll, and if they have no magical items suitable for use the Magic-User will require a toll of from 1000 to 4000 Gold Pieces.

Clerics will require passersby to give a tithe (10%) of all their money and jewels.

If there is no payment possible the Cleric will send the adventurers on some form of Lawful or Chaotic task, under Quest. Generally Evil High Priests will simple attempt to slay Lawful or Neutral passersby who fail to pay their tithes.

Guards: In addition to those men or monsters accompanying castle residents, there will be a number of men aiding in defense. From 30 to 180 men will man the walls, one-half of whom will be crossbow armed light foot, and the balance will be heavy foot. Those castle residents who are accompanied by men or creatures capable of riding or able to make near equal speed will be mounted on horseback, as will their men be mounted. There is also a chance that there will be others in the castle's party:

Castle Resident	% Chance of Having	Level
Fighting-Men	25% chance for Magic-User	5-8
	50% chance for Cleric	3-6
Magic-User	25% chance for Fighting-Man	5-8
	50% chance for Apprentice	4-7
Cleric	50% chance for 1-6 Assistants	4-7

REFEREE'S MAP is a wilderness map unknown to the players. It should be for the territory around the dungeon location. When players venture into this area they should have a blank hexagon map, and as they move over each hex the referee will inform them as to what kind of terrain is in that hex. This form of exploring will eventually enable players to know the lay of the land in their immediate area and thus be able to select a site upon which to build their castles. (Castle building and its attendent requirements will be covered hereafter.) Exploratory adventures are likely to be the most exciting, and their incorporation into the campaign is most desirable. Exploration by foot is at normal speed. Horsed parties will travel at the speed of a draft horse, and exploration by air will be at half normal flying speed.

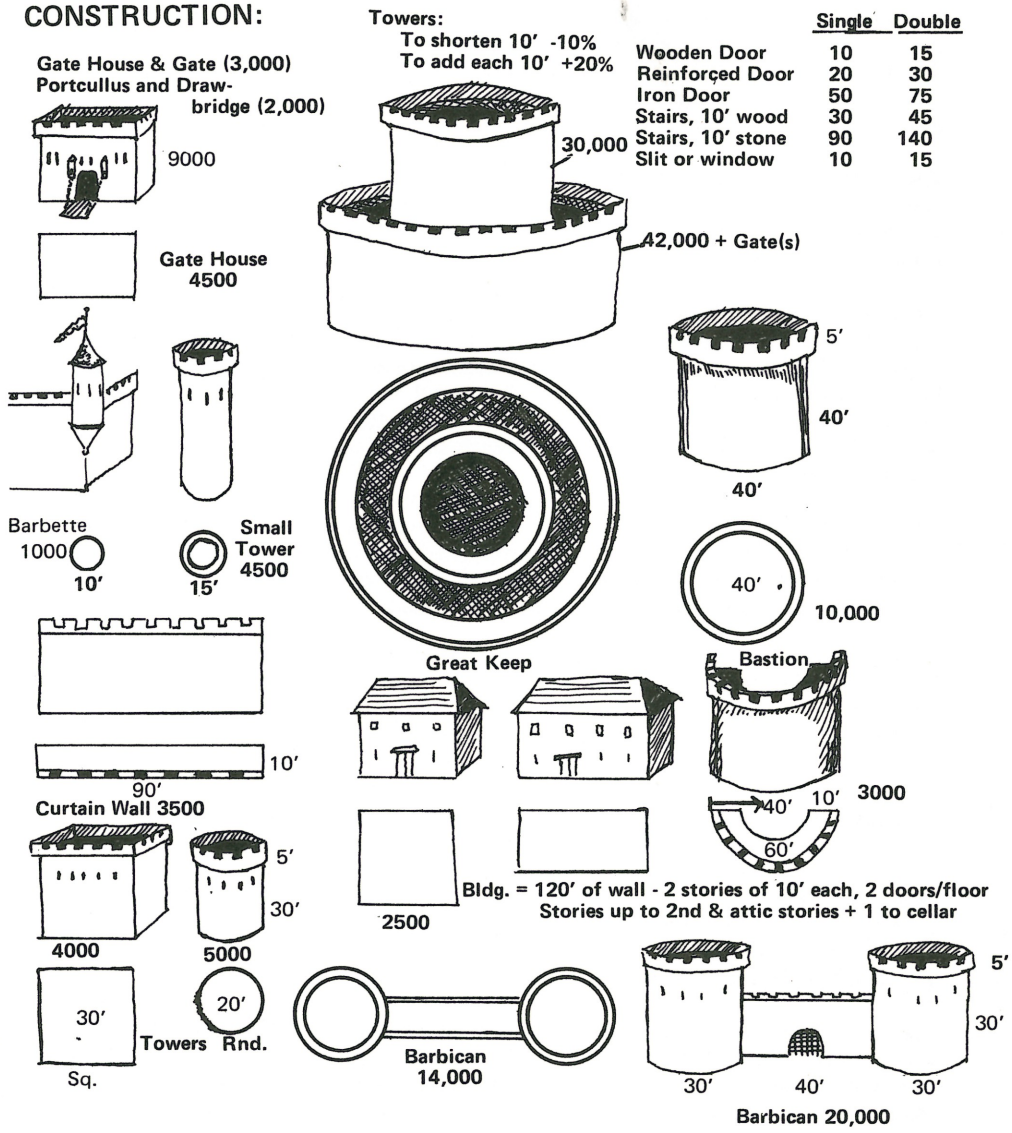
MOVEMENT:

Type	# of Hexes	Type: (Flying)	# of Hexes
Man on foot	3	Balrog	15
Wagon or Cart	4	Dragon	24
Draft Horse	5	Griffon	30
Heavy Horse	6	Hippogriff	40
Medium Horse	8	Roc	48
Light Horse	10	Pegasus	48
Raft	10 (3)	Broom	40
Boat	15 (5)	Carpet	30
Merchant	12	Efreet	20
Galley	20 (6)	Djinn or Air Elemental	30

(Numbers in parenthesis are for swamp movement)

Large Party Movement: Parties numbering over 100, including pack or draft animals, will incur a 1 hex penalty. Parties over 1,000 incur a 2 hex penalty.

CONSTRUCTION:



	Single	Double
Wooden Door	10	15
Reinforced Door	20	30
Iron Door	50	75
Stairs, 10' wood	30	45
Stairs, 10' stone	90	140
Slit or window	10	15

Evading: This action is a function of the size of the party of adventurers and the number of monsters, modified by surprise, terrain and comparative speed. Use the following table as a guideline;

Party Size (Mounted or on Foot)	Number of Monsters Encountered by Party	Chance of Evading
1-3	25% or less of possible #	50%
1-3	26% - 60%	70%
1-3	Over 60%	90%
4-9	25% or less of possible #	30%
4-9	26% - 60%	50%
4-9	Over 60%	70%
10-24	25% or less of possible #	15%
10-24	26% - 60%	30%
10-24	Over 60%	50%
25+	25% or less of possible #	05%
25+	26% - 60%	20%
25+	Over 60%	35%

Surprise by party means that evasion chances are doubled.

Surprise by monsters negates all chance of evasion unless party is able to use some form of magic, or terrain is woods.

Woods add 25% to evasion chances and give a 10% chance of evasion even if surprised.

If the comparative speed of the two parties is such that one is at least twice as fast as the other, the faster will have the effect of increasing/decreasing evasion chances by 25%. This includes surprise situations.

Pursuit: Pursuit will take place whenever it is so indicated with regard to castle inhabitants or when a party is unable to evade monsters. A die is rolled, and the pursuit then goes in that random direction. If the monster is faster than the party involved there is a 50% chance it will catch the party. The party now moves another hex in a random direction, and a die is rolled to determine if pursuit will continue. If pursuit continues the chances for being caught by a faster monster are exactly the same, and the same procedure is repeated if the party is not caught. This procedure continues until pursuit is ended or melee occurs. Woods or swamp will reduce the chance of being caught by 25%.

For each hex moved in pursuit, a party must spend one-half day resting (remember, a day equals one turn). During a day at rest two dice are thrown for determining if wandering monsters are encountered, rather than but one.

CONSTRUCTION OF CASTLES AND STRONGHOLDS:

At any time a player/character wishes he may select a portion of land (or a city lot) upon which to build his castle, tower, or whatever. The following illustrations are noted with the appropriate cost in Gold Pieces. Each player who builds should draw an extra set of plans and specifics for the referee. Surprises, intakings, sieges and so on can take place.

Terrain Penalties: All terrain penalties are as stated in OUTDOOR SURVIVAL, mountains and swamps cost three movement per hex, crossing rivers at non-ford hexes also costs three, and woods or deserts cost two. Tracks through mountainous terrain cost two factors per hex moved, and tracks through woods or swamps incur no movement penalty.

Rest: All creatures must rest after six days of movement. Rest must be at least one full day. Exception: Dragons who travel for three weeks must sleep one full week if their mode of travel was walking, and they must sleep for three full weeks if their mode of travel was flight.

Scale: Assume the greatest distance across a hex is about 5 miles.

Turn: Each move will constitute one day. Each day is considered a turn.

WILDERNESS MONSTERS:

Sighting Monsters: Players will see monsters at from 40-240 yards (inches convert to tens of yards for the wilderness) unless the monster has surprised the characters involved.

Surprise: This is the same as in the underworld, except that the distance is from 10-30 yards, and if there are three or more monsters involved they will have moved into a circle around the adventurers. Monsters at 10 yards distance will be able to attack.

Lost Parties: There is a chance of being lost, the chance depending on the type of terrain the party begins its turn upon. A lost party must move in the direction indicated by the die roll (1-6, as shown in the OUTDOOR SURVIVAL rules and on that board) and may make only one direction change from that direction. When exploring the referee should indicate which direction the party is lost in.

Wandering Monsters: At the end of each day (turn) the referee will check to see if a monster has been encountered. The matrix below is for travel afoot or mounted. For travel afloat or in the air two die rolls are made – a 5 on the first one indicates an adventure in the mid-point of the day with waterbourne or aerial monsters; a 6 on the second die roll indicates that there is a normal adventure at the

end of the day, and the table below is used. Exception: Ships which remain continually in water will roll but once daily for encounters, with a result of 6 indicating such an encounter.

WILDERNESS WANDERING MONSTERS:

Terrain Type	Clear	Woods	River	Swamp	Mtns.	Desert	City
Lost - - - - - -	1	1-2	1	1-3	1-2	1-3	- - -
Encounter -	6	5-6	5-6	4-6	4-6	5-6	6

Die Roll for Type Encounter							
1	Men	Men	Men	Men	Men	Men	Men
2	Flyer	Flyer	Flyer	Flyer	Flyer	Flyer	Undead
3	Giant	Giant	Giant	Giant	Giant	Giant	Undead
4	Lycs.	Lycs.	Lycs.	Lycs.	Lycs.	Men	Men
5	Anmls.	Lycs.	Swim'r	Swim'r	Anmls.	Anmls.	- - -
6	Men	Men	Swim'r	Undead	Giants	Dragon	- - -
7	Anmls.	Anmls.	Anmls.	Undead	Dragon	- - -	- - -
8	Dragon	Dragon	Dragon	Dragon	Dragon	- - -	- - -

MEN

Die	Typical	Mountain	Desert (Mars)	Waterbourne
1	Bandits	Bandits	Nomads	Buccaneers
2	Brigands	Berserkers	Dervishes	Pirates
3	Necromancer	Brigands	Nomads	Buccaneers
4	Wizard	Lord	Lord	Pirates
5	Bandits	Wizard	Wizard	Buccaneers
6	Berserkers	Superhero	Nomads	Mermen
7	Lord	Cavemen	(Red Martians)	- - -
8	Superhero	Necromancer	(Tharks)	
9	Brigands	Evil H. P.	(Black Martians)	
10	Bandits	Cavemen	(Yellow Martians)	
11	Evil H. P.	Patriarch	(Tharks)	
12	Patriarch	Berserkers	(White Martians)	

Die	FLYER TYPES	UNDEAD TYPES	GIANT TYPES
1	Pegasi	Skeletons	Kobolds
2	Rocs	Zombies	Goblins
3	Chimerae	Ghouls	Orcs
4	Hippogriffs	Wights	Hobgoblins
5	Griffons	Wraiths	Gnolls
6	Manticores	Mummies	Ogres
7	Rocs	Spectres	Trolls
8	Wyverns	Vampires	Giants
9	Dragons	- - -	Gnomes
10	Pegasi	- - -	Dwarves
11	Hippogriffs	- - -	Elves
12	Balrogs	- - -	Ents

Die	LYCANTHROPES	SWIMMER TYPES	DRAGON TYPES
1	Weresolves	Giant Crabs	Black Dragons
2	Wereboars	Nixies	White Dragons
3	Weretigers	Giant Octopi	Green Dragons
4	Werebears	Giant Squid	Blue Dragons
5	- - -	Sea Monster	Red Dragons
6		Giant Snakes	Gold Dragons
7		Crocodiles	Cockatrices
8		Giant Leeches	Basilisks
9		Mermen	Wyverns
10		Nixies	Balrogs
11		Giant Fish	Chimerae
12		Dragon Turtle	Hydra (7-12 heads)

Die	Basic Animals	Optional Woods	Optional Swamps	Optional Arid Plains	Optional Mountains
1	Spiders	Centaurs	Tyr. Rex	Apts	Cave Bears
2	Centipedes	Unicorns	Pter'dyle.	Banths	Dire Wolves
3	Lizards	Minotaurs	Triceratops	Thoats	Sabre T. Tigs.
4	Toads	Gorgons	Bronto's.	Calots	Mastadons
5	Ants	Pixies	Stegosaurs	White Apes	Sptd. Lions
6	Weasels	Manticores	Tyr. Rex	Thoats	Wooly Rhinos
7	Apes	Dryads	Pter'dyle.	Orluks	Titanotheres
8	Beetles	Medusae	Triceratops	Sith	Cave Bears
9	Scorpions	- - -	- - -	Tharks	Mammoths
10	Lions			Darseen	Sabre T. Tigs.
11	Boars			Banths	Dire Wolves
12	Snakes			Tharks	Sptd. Lions

Notes:
There will be from 2-12 men with any Fighting-Man, Magic-User, or Cleric encountered in the wilderness. They will be from the 1st to 4th level of the appropriate class. In addition there will be other magical items they might have:

Fighting-Man		Magic-User		Cleric	
ITEM	CHANCE	ITEM	CHANCE	ITEM	CHANCE
sword	50%	wand	60%	weapon	40%
shield	25%	ring	30%	staff	30%
armor	25%	misc. mg.	20%	shield	20%
				armor	10%

Animals will generally be of the giant variety, although the referee might prefer to have small spiders, for example, which attack the party when they are asleep.

EVADING IN THE WILDERNESS:

Castle Inhabitants will pursue on a roll of a 1-3 if they are hostile to the party, and only on a 1 if they are basically neutral. Evasion is the same as described below for monsters.